SUPREME COURT OF THE UNITED STA

No. 122.

LAURENCE L. CONRAD, PLAINTIFF IN ERROR,

vs.

RUFUS WAPLES, THE HIBERNIA NATIONAL BANK, J
KELLETT, LEWIS SINCER, PATRICK LEONARD, JA
COX, AND MRS. G. H. THOMPSON.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF LOUISIANA.

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1 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit, and district of Louisiana:

LAWRENCE LEWIS CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Petition.—Filed June 26th, 1874.

To the honorable the judges of the circuit court of the United States sitting in and for the fifth judicial circuit and district of Louisiana:

The petition of Lawrence Lewis Conrad, who is a citizen of the State of Maryland, and who resides in the city of Baltimore, in that State, respectfully shows:

That on and before the 6th day of May, 1862, Charles M. Conrad, the father of your petitioner, was the sole and lawful owner, by good and valid title, of the following-described lots and parcels of ground, with the improvements thereon, situated in the city of New Orleans, to wit:

First. A certain lot of ground, together with the four-story
2 brick store thereon, situated in the first district of New Orleans, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, and designated by the number "forty-seven" on a plan of the same and of other lots drawn by W. Thornton Thompson, surveyor, May 7th, 1842, and deposited for reference among the records of H. B. Cenas, late notary public in said city, and now designated by the number "forty-seven" Camp street. Said lot measures twenty-three (23) feet front on Camp street by a depth of ninety feet between parallel lines, English measure, and was acquired by said C. M. Conrad from W. C. Micon, assignee of John Richardson, by act before H. B. Cenas, late notary public, on or about June 28th, 1842.

Second. A certain lot of ground, together with the three-story brick dwelling-house, the three-story brick building, and convenient stable thereon, situated in the city of New Orleans on the western side of Carondelet street, between Hevia (now Lafayette) and Poydras streets, in the suburb S't Mary, (now the first district,) designated as lot number three (3) on a plan drawn by Charles F. Zimpel, deputy city sur-
3 veyor, December 10th, 1833, and deposited as plan No. 1 in the book of plans of Jules Mossy, notary public. Said lot measures twenty-three feet eight and one-half inches front on Carondelet street by twenty-three feet nine inches and two lines, more or less, in the rear, by a depth of one hundred and forty-seven feet eleven inches, more or less, on the boundary-line of lot No. 2, and of one hundred and forty-nine (149) feet ten and one-half inches, more or less, on the boundary-line of lot No. 4, the place between the stable and the yard being reserved as an alley to be appropriated forever to the common use of this and the five adjoining lots designated on said plan, being the same lots acquired by said C. M. Conrad from the succession of Samuel Livermore, by act before Jules Mossy, notary public, on or about 28th February, 1834.

Third. Two certain lots of ground, together with the buildings and improvements thereon, situated in New Orleans, in the suburb S't Mary, (now the first district,) on Camp street, between S't Joseph and Delord streets, designated by the numbers seven and eight on a plan
4 drawn by Charles F. Zimple, deputy surveyor-general, April 8th, 1835, and annexed to an act before William Christy, notary pub.

lic, April 23rd, 1835. Said lots adjoin each other. No. seven measures twenty-four feet front on Camp street by one hundred and sixteen feet ten inches and five lines in depth between parallel lines. No. eight has a like and equal front on Camp street by one hundred and twenty-seven feet two inches and five lines in depth between parallel lines, English measure, being the same two lots of ground which the said C. M. Conrad acquired from H. C. Cammach by act before A. Mazureau, notary public, June 5th, 1837.

Copies of said notarial acts of conveyance of all of the above-described property to said C. M. Conrad are hereto annexed and made parts hereof.

Your petitioner further avers that in September, 1839, Mary Eliza Angela Lewis, the mother of your petitioner, departed this life intestate, leaving as her only heirs your petitioner and his brother, Charles
5 Angelo Conrad, (then called Charles Magill Conrad,) and her succession was opened in the city of New Orleans, where she and your petitioner's father had resided during their married life.

Your petitioner farther avers that thereafter, to wit, on or about April 21st, 1841, their said father, Charles M. Conrad, was confirmed and qualified as the natural tutor of your petitioner and his said brother, and as such took possession and control of the entire estate left by their said mother, both paraphernal and her share of the community, which said estate consisted of real estate, slaves, personal property, money, and rights and credits, and said Charles M. Conrad retained possession and control thereof until after your petitioner and his said brother had both attained their majorities, to wit, until on or about May 6th, 1862, when he accounted to and settled with your petitioner and his said brother for the same, as will be hereinafter recited.

Your petitioner farther avers that by the law of Louisiana a community of goods existed between his said parents, and that property was acquired by said community; that some time after the death of
6 your petitioner's mother, to wit, on or about 15th May, 1845, the said Charles M. Conrad, your petitioner's father, availing himself of a right granted by law, caused the real estate which belonged to said community, and which was situated in the parishes of Orleans, S't Mary, and Jefferson, to be adjudicated to him at its appraised value, to wit, the sum of fourteen thousand one hundred and twenty-five ($14,-125.00) dollars, one-half of which sum accrued to your petitioner and his said brother as heirs of their said mother, and the said property so adjudicated to said C. M. Conrad was ordered by the judgment of adjudication to remain mortgaged in favor of his said children, to wit, your petitioner and his brother (who were minors) to secure the full amount of said adjudication and interest thereon.

Your petitioner farther avers that besides the said mortgage ordered as aforesaid to remain on the said property adjudicated as aforesaid there existed, according to the laws of Louisiana, in favor of petitioner and his said brother, a general mortgage upon all the real estate
7 and slaves belonging to said Charles M. Conrad to secure the rights and property of petitioner and his said brother, and also to secure the faithfull administration by the said Conrad of his duties as tutor as aforesaid.

Your petitioner farther avers that on or about April 5th, 1847, the rights of petitioner and his said brother in the succession of their said mother and their rights in the real estate of the community which had been adjudicated, as above set forth, to their said father, amounted in the aggregate to abbut thirty-six thousand seven hundred and fifty-

seven $\frac{15}{100}$ dollars, $(36,757\frac{15}{100})$, according to the inventories filed and proceedings had in said succession, and farther, that their rights, claims, and demands, as aforesaid, were liquidated and established at the time aforesaid, at the said amount of thirty-six thousand seven hundred and fifty-seven $\frac{15}{100}$ dollars ($36,757\frac{15}{100}$) by proceedings held in said succession.

Your petitioner farther avers that on or about April 8th, 1847,
8 his said father, by virtue of the law of Louisiana, in such case provided, and under an order and the authority of the second district court of New Orleans, in lieu of the general mortgage imposed by law to secure the rights and property of petitioner and his said brother and the particular mortgage resulting from the adjudications aforesaid, heretofore referred to, substituted a special mortgage in favor of petitioner and his said brother, made to E. A. Canon, judge of said 2d district court, by an act before H. B. Cenas, notary public, which said mortgage was given more fully to secure to your petitioner and his said brother their rights and property as aforesaid, and the faithful conduct of said C. M. Conrad as tutor, and which covered the particular lots and parcels of ground hereinbefore fully described, in addition to other property. All of which facts and allegations will more fully appear by a copy of the mortuary proceedings of the said Mary E. A. Con-
9 rad, (born Lewis,) and of the said mortgage, which are hereto annexed and made parts hereof.

And petitioner avers that thereupon, to wit, on or about April 12th, 1847, the said mortgage was approved and homologated by the said court, and all mortgages heretofore existing against said C. M. Conrad, in favor of your petitioner and his said brother, were ordered to be cancelled and annulled. All of which will more fully appear by reference to the mortuary proceedings heretofore annexed as part hereof.

Your petitioner farther avers that said special mortgage was duly recorded in the office of the recorder of mortgages, in New Orleans, on or about 14th April, 1847, and, so far as the same bore upon the lots of ground hereinbefore described, remained in full force until after both your petitioner and his brother had attained their majorities, and was still standing upon the records of said office against said lots until said after March 22d, 1865, if, indeed, the same has ever been erased or
10 removed.

Petitioner farther avers that subsequently to said 8th April, 1847, the date of said mortgage, the said C. M. Conrad received various sums of money for account of your petitioner and his said brother, to wit:

1st. The sum of one thousand dollars, ($1,000,) the price of a slave girl, Martha; and the sum of eight hundred dollars, ($800,) the price of a slave man named Laurence; both of which slaves belonged to petitioner and his said brother, as heirs of their said mother.

2d. The sum of two thousand nine hundred and fifty-seven $\frac{60}{100}$ dollars, ($2,957.60,) due to your petitioner and his said brother from the estate of G. W. P. Custis, and received by said C. M. Conrad from R. E. Lee, executor of said estate, on or about the 24th October, 1859.

3rd. Certain sums of money, amounting, in the aggregate, to about two thousand dollars, ($2,000.00,) being the rents for several years of certain lands in Kanawha County, West Virginia, (then Vir-
11 ginia,) which belonged to your petitioner and his said brother, as heirs of their said mother.

4th. Various other sums of money received at various times, the pre-

cise amount whereof your petitioner is not now able to state, but which he hopes to be able to prove on the trial of this cause.

Your petitioner farther avers that all of the said debts due by your petitioner's said father to him and his said brother were secured by said mortgage, executed by him, as aforesaid, to secure his faithful administration as their tutor.

Your petitioner farther avers that on or about 6th May, 1862, by authentic act, executed before Joseph L. Nettles, recorder of the parish of S't Helena, and ex-officio notary public, a settlement was made between your petitioner and Charles Angelo Conrad, his brother, who had then both attained majority, and their father, said Charles M. Conrad, whereby their said father, for and in consideration of said
12 debts and sums of money, due by him to them, did sell, transfer, and convey, and deliver to him and his said brother, in common, certain lots of ground, and all the buildings and improvements thereon, described in said act, situated in said city of New Orleans, among which were each and all of the lots and properties heretofore described in this petition, and which are now claimed by petitioner in this cause, as will hereafter appear. Said act was duly recorded in the office of the register of conveyances, in the said city, on or about the 31st day of May, 1862; all of which will more fully appear by a copy of said act and the certificate of registry annexed thereto, which are hereto annexed as parts hereof.

Your petitioner farther avers that at the time said act was executed each and every party thereto was a citizen of Louisiana, and resided in the city of New Orleans, but they were all temporarily sojourning in the parish of S't Helena, in said State, where said act was executed.

13 Your petitioner farther avers that both prior to the execution of said act, and subsequently to the 17th day of July, 1862, he and his said brother were, and continued to be, engaged in rebellion against the United States in several of the Confederate States, as officers of the army of the Confederate States of America.

But your petitioner avers that both he and his said brother have been granted full pardon and amnesty by Andrew Johnson, President of the United States, by his several proclamations of pardon and amnesty, particularly by two proclamations issued, respectively, on July 4th and December 28th, 1868.

But your petitioner avers that one Rufus Waples, who is a citizen of the State of Louisiana, and resides in said State, on or about 22d March, 1865, under color of certain legal proceedings against C. M. Conrad, instituted and conducted by him, said Waples, took possession of the said heretofore-described lots of ground, and the improvements thereof, well knowing that he had no right or title to the same, and that the
14 same and each and every part thereof belonged to your petitioner and his said brother, and, notwithstanding all this, and that your petitioner, (after he had become sole owner of said lots, as will appear hereafter,) on or about February 25th, 1870, instituted a suit against him in this honorable court to recover said lots of ground, (which, however, was discontinued, your petitioner being not ready for trial,) the said Waples has continued ever since said 22d March, 1865, and still continues, in possession of said property, and each and every part thereof, and protends to be the owner thereof, and has always refused to surrender said properties, or any part thereof, to your petitioner and his said brother, when they owned the same in common, and has refused to surrender the same, or any part thereof, to your petitioner, and still re-

fuses since your petitioner became sole owner of the same, altho' said Waples has often been amicably requested.

And your petitioner avers that said Waples is a possessor of
15 said lots and improvements in bad faith, and is a mere usurper, and has been a possessor, therefore, in bad faith, and a usurper ever since 22d March, 1865.

And your petitioner farther avers that since the said 22d March, 1865, the said Waples has leased the said lots and improvements at various times to various persons, and has collected and received the rents, issues, and profits of the whole thereof, amounting to more than sixty thousand dollars, ($60,000.00,) to his own use.

Your petitioner farther avers that by an act passed in the city of New Orleans, before Adolph Mazareau, notary public, on or about 24th February, 1870, duly recorded on or about the 25th day of February, 1870, the said Charles Angelo Conrad did grant, transfer, and convey to your petitioner all the said Charles A. Conrad's undivided one-half right, title, and interest in and to the said afore-described lots of ground, with the improvements thereon, and each of them, by which said act, and the aforesaid act of 6th May, 1862, from said C. M. Conrad,
16 your petitioner became, and is now, the sole, true, and lawful owner of the whole of said lots and improvements, and each and every part thereof. And said Charles A. Conrad, by the said act of 24th February, 1870, did further grant and transfer to your petitioner all his rights and claims against the said Rufus Waples for the rents, issues, and profits of said lots and improvements since the said 22d March, 1865, all which will more fully appear by reference to a copy of said act & certificate of registry thereof, and hereto annexed as part hereof.

And your petitioner farther avers that said Waples has always refused to account to your petitioner, and his said brother, when they were owners in community of said properties, and has refused, and continues to refuse to account to your petitioner, as sole owner thereof, for the rents, issues, and profits so received by said Waples, or which, with proper management, ought to have been received, or for any part thereof, as he was bound to do as possessor in bad faith.

Your petitioner farther avers that the following-named persons
17 and corporations, who are all citizens of the State of Louisiana, residing in the city of New Orleans, are in possession of the afore-described lots of ground and improvements, and occupy the same, respectively, but, as your petitioner believes, as tenants and lessees of said Waples, or as sub-lessees under such tenants and lessees, to wit:

The property first named and described herein, to wit, the four-story brick store on Camp street, is possessed or occupied as aforesaid by the Hibernia National Bank, duly incorporated.

The property secondly named and described herein, to wit, the three-story brick dwelling-house fronting on Carondelet street by M'r's G. A. Thompson, widow.

The property thirdly named and described herein, to wit, the two lots fronting on Camp street, between S't Joseph and Delord streets, by John Kellett and Lewis Sincer, composing the firm of Kellet and Sincer, and by Patrick Leonard and James Cox, the two last named being, petitioner believes, sub-lessees of said Kellett and Sincer.

And your petitioner farther avers that said tenants or lessees
18 or sub-lessees, each and all of them, as aforesaid, owe rent for the possession and occupancy of said properties, respectively, and will continue to owe rent therefor as long as they or either of them continue

to possess and occupy the same, to which said rent due, and to fall due hereafter, your petitioner is entitled as the true and lawfull owner of said properties, and each of them.

And your petitioner avers that he has good ground to apprehend that the defendant Rufus Waples and the other defendants herein may make use of their possession of the real property herein claimed by your petitioner, to dilapidate or to waste the fruits or revenues produced by such property, or to convert the same to their own use.

Wherefore your petitioner prays that said Rufus Waples, and said Hibernia National Bank, and said M'r's G. A. Thompson, widow, and said Kellett and Sincer and John Kellett and Lewis Sincer, composing said firm, and said Patrick Leonard and said James Cox, may each and all of them be duly cited to appear and answer this petition; and that,
19 the annexed bond and affidavit being considered, a writ of sequestration may be issued herein according to law, commanding the marshall of the United States to take into his possession, and to keep each and all of the herein-before named and described pieces of property and improvements thereon until after the final decision of this suit.

And your petioner farther prays that after all due proceedings had, your petitioner be decreed to be the true and lawful owner of the whole of said lots and pieces of property, with the improvements thereon, heretofore in this petition fully described, and that he have judgment for and recover the same against said Waples, and the other defendants herein; and that said Waples and the other defendants herein be ordered forthwith to surrender and restore the same to your petitioner; and that your petitioner have further judgment against said Waples, as possessor of said properties in bad faith, for the sum of sixty thousand dollars, the rents and profits of said properties already accrued since the 22d day of March, 1865, and for such farther sum as may be by
20 him due to your petitioner for the rents and profits thereof, at the rate of six thousand dollars ($6,000) per annum, during such period as said Waples may continue in possession of said property, from and after the filing of this suit.

And inasmuch as the said Hibernia National Bank, and said M'r's G. A. Thompson, and said John Kellett and Lewis Sincer, and said Patrick Leonard and James Cox, possess and occupy said properties, or portions thereof, respectively, and your petitioner does not know, for certain, whether they, or either of them, claim and assert title to said property, so possessed and occupied, or possess and occupy the same only as farmers and lessees thereof, your petitioner prays that he have and recover judgment against each and all of said named parties, respectively, for said properties, and the rents and profits thereof, or against such of them as do not disclaim title to said property or any portion thereof, and as do not declare to your petitioner, plaintiff herein, the name and residence of their respective lessors, if they possess and occupy
21 said property as lessees thereof.

And your petitioner prays that he have farther judgment against such of the above-named parties as do not disclaim title as aforesaid, as possessors in bad faith, for the rents and profits of the property possessed and occupied by them, respectively, during the period of their respective possessions and occupancy thereof, and for such farther sum as may be due to your petitioner on account of said possession from and after the filing of this petition until final judgment herein. And your petitioner fu'ther prays that he be decreed to be entitled to, and have judgment for, all rents and profits of said properties which

shall accrue from and after the filing of this suit, [illegible] collected or received by the defendants herein, or any [illegible] marshal of the United States, or other officer, [illegible] tration issued in this suit, or other order or process [illegible]

He prays for costs and for general relief, and as in duty [illegible] &c.

(Signed) C. M. CONRAD & SON,
Att'y for Pl'ff.

Affidavit.

22 Before me, the subscriber, a justice of the peace in and [illegible] city of New Orleans, personally came and appeared [illegible] of June, 1874, Lawrence Lewis Conrad, who, being [illegible] and says that he is a citizen of the State of Mary[illegible] in the foregoing suit; that the facts and allegations [illegible] foregoing petition are true and correct; that he [illegible] the real property in said petition fully described, [illegible] grounds to apprehend that Rufus Waples, defendant [illegible] the other defendants therein, may and will, all and [illegible] use of their possession of said property to destroy [illegible] fruits and revenues produced by such property, and convert [illegible] to their own use.

(Signed) LAWRENCE LEWIS CONRAD.

Sworn to and subscribed before me this 24th day of June, 1874.
(Signed) F. R. VENN,
U. S. Commr.

Sworn to and subscribed before me this 24th day of June, A. D. 1874.
[SEAL.] (Signed) JOHN L. LAMBDIN,
3rd Justice Peace.

23 *Order.*

Let a writ of sequestration issue as prayed for, and according to law, upon plaintiff giving bond in the sum of twenty thousand dollars, with good and solvent security, and conditioned as the law directs.

June 24th, 1874.

(Signed) E. H. DURELL,
Judge.

Exhibit A.—Filed with petition June 26th, 1874, and offered by plaintiff May 24th, 1875.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that on this twenty-eighth day of February, in the year of our Lord one thousand eight hundred and thirty-four, and of the independence of the United States of America the fifty-eighth, before me, Jules Mossy, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and sworn, [illegible] came and appeared Isaac Ogden, of this city, herein [illegible] capacity of testamentary executor of the last will and [illegible]
24 of Samuel Livermore, of this city, deceased, and also [illegible]

capacity of attorney in fact of Thomas Haven, of the city of Philadelphia, in the State of Pennsylvania, the other executor of said last will and testament, the said Ogden being herein duly authorized, by virtue of an act of procuration passed in my office on the eleventh instant, and the said appearer declared that by virtue and in pursuance of an order of the honorable the court of probates in and for the parish of Orleans, bearing date the twenty-eighth of November last, (1833,) issued upon the application of said executors, also after the advertisements and publications required by law, he and his said co-executor had caused certain landed property belonging to the succession of the said Samuel Livermore, deceased, to be exposed for sale by public auction by William F. C. Duplessis, register of wills for said parish of Orleans, at the new exchange coffee-house, on Saturday, the twenty-fifth of January last past, (1834,) at noon, and at said sale and adjudication the property hereinafter designated and described was adjudicated to Charles Magill Conrad, of this city, the last and highest bidder thereon, at the price and sum of eleven thousand
25 five hundred dollars, payable upon the terms and conditions following, to wit: one-fourth cash, and the balance on a credit of one, two, and three years for approved endorsed notes bearing interest at the rate of eight per centum per annum, and secured by mortgage on the property until final payment, the purchaser having the privilege of discounting said notes at the same rate of interest, as likewise of giving instead of the cash payment approved endorsed notes at six months' date by adding interest thereon at the same rate of eight per centum per annum, as will fully appear by reference to the process verbal of sale by the said register of wills annexed to an act of sale from the said executors, William Henry Chase, passed in my office on the fourteenth instant, which said adjudication was ratified and confirmed by an act passed yesterday in my office by the said Thomas Haven, in his capacity of natural tutor of his minor children, (though his attorney in fact, the said Isaac Ogden,) the said tutor acting under an order of the court of probate dated yesterday homolgating the proceedings of a family meeting of his minor children held in my
26 office on the twenty-second instant, and authorizing him, the said tutor, to pass said act of confirmation.

Now, therefore, in confirmation of the said adjudication, which has been ratified as aforesaid, he, the said appearer, in his capacities aforesaid, further declared that he does by these presents grant, bargain, sell, and deliver, with full guarantee against all incumbrances whatever, unto Charles Magill Conrad, present, accepting and acknowledging possession, and to his heirs and assigns, all and singular that lot of ground, together with the three-story brick dwelling-house, the three-story back buildings, and a convenient stable, erected thereon, situated on the western side of Carondelet street, between Hevia and Poydras streets, in the suburb St Mary of this city, and designated as lot number three on a plan drawn by Charles F. Zimpel, deputy city surveyor, dated the tenth of December last past, (1833,) and deposited as plan No. one in the book of plans of me, notary, said lot measuring, in English measure, twenty-three feet eight and a half inches front on Carondelet street by twenty-three feet nine inches and two lines, more or less,
27 in the rear, by a depth of one hundred and forty-seven feet eleven inches, more or less, on the boundary-line of lot number two; and of one hundred and forty-nine feet ten and a half inches, more or less, on the boundary-line of lot number "four," (the place between the stable and the yard is hereby reserved as an alley, to be appropriated forever

to the common use of this and the five adjoining tenements [illegible] on said plan;) said lot being a portion of those purchased by the said deceased Samuel Livermore from James Waters Zacharie, by act of sale passed before W'm Christy, one of the notaries public of this city, on the twenty-second day of March, eighteen hundred and thirty-two, the said Livermore having since caused said buildings and improvements to be put on said lot of ground; to have and to hold said described property unto said purchaser, and to his heirs and assigns, forever.

And the said appearer, in his capacity aforesaid, does hereby bind the estate of said deceased to warrant and forever defend the property herein conveyed against all legal claims and demands of any nature or kind whatever, and does hereby, moreover, transfer unto the said purchaser all the rights and actions of warranty of said deceased against and all the former proprietors of said property, subrogating said purchaser to the full exercise and enjoyment of said rights and actions.

28

In consideration of the premises, and pursuant to the terms and conditions of said sale and adjudication, the said purchaser has paid the sum of two thousand eight hundred and seventy-five dollars in cash unto the said executors, who hereby acknowledges the receipt thereof, and has given his three several promissory notes, each for the sum of two thousand eight hundred and seventy-five dollars, with interest thereon at the rate of eight per centum per annum from date, all dated the twenty-fifth of January last past, (1834,) drawn by him, the said purchaser, to the order of and endorsed by F. D. Conrad, and payable, respectively, in one, two, and three years after date, the receipt of which notes is hereby acknowledged, the same being herewith identified by me, notary.

29

And in order to secure the full and punctual payment at maturity of the three promissory notes, the said purchaser does by these presents mortgage and specially hypothecate the property herein conveyed in favor of any holder or holders of said notes, promising and binding himself not to alienate nor incumber the same to the prejudice of this mortgage.

By the certificate of the recorder of mortgages of this parish, dated the fourteenth instant, and annexed to an act of sale from said executors to W'm Henry Chase, passed in my office on the fourteenth instant, it appears that there is no mortgage recorded against said property in the name of Samuel Livermore.

Thus done and passed at the city of New Orleans aforesaid, in presence of David L. McCay and Edward Duncan, witnesses both domiciliated in this city, who hereunto sign their name, together with the said parties and me, the said notary.

The original is signed: I. Ogden, for self, & Tho's Haven, C. M. Conrad, David L. McCay, Edward Duncan, Jules Mossy, not pub.

I certify the foregoing to be a true copy of the original.

30

In faith whereof I grant these presents under my signature and seal of office on the nineteenth of March, 1834.

[SEAL.] (Signed) JULES MOSSY,
Not. Pub.

Registered in my office book 15, pages 22 & 23.

New Orleans, this twenty-sixth of March, eighteen hundred and thirty-four.

[SEAL.] (Signed) ANTONIO DUCROS,
Register of Conveyances.

Document B.—Filed with petition June 26th, 1874, and offered by plaintiff May 24th, 1875.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans:

Before me, Adolphe Mazureau, notary public in and for the city and parish of New Orleans, duly commissioned and sworn, personally appeared Horace Clayborne Cammack, of this city, who declared that he has sold, and does by these presents sell, convey, bargain, assign, transfer, and set over, with a full guarantee against all debts, eviction, alienation, and all incumbrances whatsoever, unto Charles Magill Conrad, of this city, here present, accepting purchaser for himself, his heirs,
31 successors, and assigns, the following-described property:

Two certain lots of ground, together with the buildings and improvements thereon and appurtenances thereunto belonging, situated in suburb St Mary, between St Joseph and Delord streets, designated by the numbers seven and eight on a plan drawn by C. F. Zimple, deputy surveyor-general, on the eighth April, eighteen hundred and thirty-five, and annexed to an act passed before William Christy, notary of this city, on the twenty-third day of April, same year; said lots adjoin each other. No. seven measures twenty-four feet front on Camp street by one hundred and sixteen feet ten inches and five lines in depth between parallel lines; and No. eight has a like and equal front on Camp street by one hundred and twenty-seven (127) feet ten inches and five lines in depth between parallel lines, English measure.

The said two lots were purchased by the present seller from Thomas Banks by act passed before the undersigned notary on the fifteenth day of March, eighteen hundred and thirty-seven.

Together with one hundred and two shares of the capital stock of the Union Bank of Louisiana, with all profit and advantage that may
32 arise therefrom, which the said H. C. Cammack hereby covenants and agrees to transfer to the said C. M. Conrad on the transfer-book of said bank.

To have and to hold the said property and stock unto the said purchaser, his heirs, and assigns, forever, the said vendor shall and will warrant and forever defend the property hereby conveyed against all legal claims and demands whatsoever, hereby subrogating said purchaser to all his rights and actions of warranty against the former proprietors of said property.

This sale is made for and in consideration of the sum of fifteen thousand dollars, which the purchaser, in presence of the notary and witnesses undersigned, has paid in ready money to the present seller, who hereby acknowledges the receipt thereof, and grants full acquittance for the same.

By reference to the certificate of the recorder of mortgages in this city of even date herewith and hereto annexed for reference, it appears that there is no mortgage on the above-described property in the name of the said seller, but the one he granted by act passed before me, notary, on the thirty-first March, 1857, in favor of the Union Bank
33 of Louisiana, to secure one hundred and two shares of the capital stock of said bank, which mortgage the said C. M. Conrad hereby assumes.

And next personally appeared Mistress Amelia Zacharie Saul, the wife of the said H. C. Cammack, by her said husband duly authorized, who acknowledges that she is fully aware of the rights of married women on the property of their husbands; which said rights I, the said notary,

did carefully explain to her, out of the presence and hearing of her said husband, as it was my duty to do; and further [illegible] her own free will she does by these presents [illegible] said C. M. Conrad, his heirs and assigns [illegible] matrimonial, dotal, paraphernal, and other rights [illegible] by virtue of the law or otherwise she may have on the [illegible]

1st. For the restitution and replacing of such dotal effects as she had her property previous to marriage.

2d. For the restitution and replacing of such dotal effects as she may have since acquired by succession or donation.

3rd. For the payment of such of her paraphernal property as
34 shall have been appropriated by her said husband to [illegible] or by which he may in his individual capacity have [illegible]

4th. As a security for the obligations of her husband as [illegible] of her paraphernal property.

5th. As an indemnity for debts which she may have contracted with her husband, as also for the purpose of replacing such [illegible] separate property as may have been sold, and generally in virtue of all causes whatsoever.

And the said Mistress Amelia Zacharie Saules declaring that she makes this present renunciation and relinquishment of all her [illegible] on the above-described property and stock with a full knowledge of the act of the legislature of the State of Louisiana entitled "An act [illegible] the time in which married women may retract renunciations [illegible] them in favor of third persons of their matrimonial, dotal, paraphernal and other rights, and to authorise them in future to make valid renunciations."

Done and passed in my office, at the city of New Orleans, this [illegible] day of June, eighteen hundred and thirty-seven, and in the presence of Messrs Edmund Hoa and Henry Train, witnesses, who have signed
35 with the parties and me, notary, after reading the whole.

(Signed) H. C. CAMMACK.
AMELIA Z. CAMMACK.
C. M. CONRAD.
A. MAZUREAU,
Not. Pub.

A true copy.
New Orleans, twentieth June, eighteen hundred and thirty-seven.
(Signed) A. MAZUREAU,
Not. Pub.

I, the undersigned, register of conveyances, certify that the foregoing act has been recorded in my office in book No. 23, folio 16. New Orleans, the twenty-first day of June, 1837.
(Signed) REYNES, *Register.*

Document C.—Filed with petition June 26th, 1874, and offered May 24th, 1875, by plaintiff.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that this day before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came & appeared William C. Micou, of this city, herein acting in his capacity of assignee of the estate of John Richardson, of the parish of [illegible]

son, in this State, (who has been declared a bankrupt,) by virtue
36 of his appointment as such by a decree of the honorable the district court of the United States for the eastern district of Louisiana, rendered on the nineteenth day of April last, 1842; which decree is in the words and figures following, to wit:

United States district court, eastern district of Louisiana, sitting in bankruptcy, April 19th, 1842.

Present, the honorable T. H. McCaleb, judge.

IN THE MATTER OF THE PETITION OF JOHN RICHardson, to be declared bankrupt. } No. 112.

The petition and proofs having been inspected and considered by the court, and being found in conformity with the requirements of the act of Congress, it is therefore ordered that John Richardson be, and he is hereby, declared and decreed bankrupt pursuant to the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed August 19th, 1841.

It is further ordered that W. C. Micou be, and he accordingly is hereby, appointed assignee of the estate of the said bankrupt, and that the said W. C. Micou give security in a bond to the United States with two sufficient sureties, to be approved by the court, in the sum of twenty-five thousand dollars, conditioned for the due and faithful dis-
37 charge of all his duties as such assignee and his compliance with the orders and directions of the court.

And it is further ordered that the clerk do certify and cause this order to be delivered to the said W. C. Micou.

CLERK'S OFFICE, *June 11th*, 1842.

I, N. R. Jennings, clerk of the United States district court for the eastern district of Louisiana, do certify that the above orders and decrees were on the 19th of April last made by the court and duly entered on the docket of bankrupt proceedings.

I furthermore certify that W. C. Micou, assignee of the estate of John Richardson, duly entered into a bond on the 19th April last for twenty-five thousand dollars with James H. Leverrich, H. Lockett, and R. H. Brunet as securities, which bond was approved and accepted by the court.

N. R. JENNINGS, *Clerk*,
P'r ED. LAUVE,
D'y Clerk of the United States District Court,
Eastern District of Louisiana.

Which said appearer declared that by virtue of and pursuant to an order of the said honorable court, bearing date the fourth day of May last, and after the legal and requisite advertisements had been
38 made, he caused to be exposed for sale at the Saint Louis Exchange, in this city, by A. Sidney Robertson, United States marshal for the said eastern district of Louisiana, certain immovable property and slaves belonging and appertaining to the estate of the said bankrupt, and that at the said sale or auction the property hereinafter described was adjudicated by the said marshal to Francis B. Conrad, as the last and highest bidder thereon, for the use and account of his brother, Charles Magill Conrad, for the price and sum of sixteen thousand eight hundred dollars payable in the manner hereinafter de

scribed, as will fully appear by reference to the process verbal of sale of the said marshal, annexed in the margin of an act of sale from the said assignee to Duncan N. Hennen, passed in this office under date of the fifteenth day of June instant.

Now, therefore, in consideration of the premises, and in confirmation of the said adjudication, he, the said William C. Micou, moreover declared that he does, by these presents, in his said capacity of assignee, grant, bargain, sell, convey, transfer, assign, and set over unto the said Charles Magill Conrad, of this city, and at present absent from this State, herein represented by his brother, Francis Buckner Conrad, also of this city, by virtue of a special power of attorney executed under private signature at Washington, in the District of Columbia, on the fifteenth day of June instant, and hereunto in the margin annexed for reference, having first duly paraphed by me, notary, to identify it with this act, the said Francis B. Conrad, being here present, accepting and purchasing for the said Charles M. Conrad, his heirs and assigns, and acknowledging delivery and due possession, a certain lot of ground, together with the four-story brick store thereon, and all the rights, privileges, customs, ways, servitudes, and appurtenances thereto belonging or in any wise appertaining, situate in the municipality number two of this city, in the square bounded by Camp, Gravier, Saint Charles, and Poydras streets, and designated by the number forty-seven on a plan of the same and other lots, drawn by W. Thornton Thompson, surveyor, under date of the seventh day of May, eighteen hundred and forty-two, and deposited in this office for reference; which lot of ground measures twenty-three feet front on Camp street by a depth of ninety feet between parallel lines, English measure, and forms part of a certain piece or portion of ground which the said John Richardson acquired by purchase from Messrs William Mott, William W. Montgomery, and Laurent Millandon, by an act passed before William Boswell, late a notary public in this city, on the second day of March, eighteen hundred and thirty-three.

To have and to hold the said described property and appurtenances unto the said purchaser, his heirs and assigns, to their own proper use, benefit, and behoof forever; and he, the said assignee, doth hereby transfer unto the said purchaser all the rights and actions of warranty and others of every description whatsoever which the said bankrupt in anywise had against any and all of the former owners of the said property, subrogating said purchaser in and to all said rights and actions, to be by him enjoyed and exercised to the fullest extent by virtue of these presents.

This sale is made and accepted pursuant to the terms of the sale and adjudication aforesaid for and in consideration of the price and sum of sixteen thousand eight hundred dollars, in part payment and deduction of which the said purchaser has paid the sum of sixteen hundred and eighty dollars in ready current money at the execution of these presents, and for the balance of said price, to wit, the sum of fifteen thousand one hundred and twenty dollars, the said purchaser has furnished four several promissory-notes for the sum of three thousand seven hundred and eighty dollars, each drawn by him to the order of and endorsed by the said F. B. Conrad, all dated on the 6th day of June instant, and made payable respectively in one, two, three, and four years after date, with the condition, if not punctually paid at maturity, they are to bear interest thereafter at the rate of ten per centum per annum until final payment; which notes, after having been duly paraphed by me, notary, to identify them with this act, were

delivered to the said assignee, who hereby acknowledges the receipt thereof as well as of the said money.

And in order to secure the full and punctual payment of the aforesaid four promissory-notes, as well as of the interest that may eventually accrue thereon, as above stipulated, the said Francis B. Conrad
42 does hereby, in his said capacity, mortgage and specially hypothecate the said described property in favor of the said assignee or of any holder of the said notes, promising not to sell, alienate, nor encumber the same to the prejudice of this mortgage; it being, however, understood and expressly stipulated that the said two notes payable in one and two years after date shall have preference and priority as it respects said mortgage over the other two notes; and that in the event of a sale under said mortgage, shall be entitled to be paid in full out of the proceeds accruing therefrom, before the holders of the said two notes payable at three and four years after date can demand or receive any part of said proceeds.

By reference to the annexed certificate of the recorder of mortgages in and for this city and parish dated, it will appear that there is no mortgage whatsoever standing in the name of the said John Richardson and recorded against the said described property.

Thus done and passed in my office, at the said city of New Orleans, in the presence of Ernest Granet and Auguste Commandeux; witnesses of lawful age and domiciliated in this city, who hereunto subscribe
43 their names, together with the said parties and me, the said notary, this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and forty-two.

Original signed William C. Micou, assignee, &c.; Charles M. Conrad, by F. B. Conrad; E. Granet, A. Commandeux; H. B. Cenas, not. pub.

I certify the foregoing to be a true copy of the original act extant in my register. In faith whereof I grant these presents under my signature and the impress of my seal of office, at New Orleans, this thirtieth day of June, 1842.

[SEAL.] (Signed) H. B. CENAS,
Not. Pub.

I, register of conveyances, certify the present act has been recorded this day in my office in book 31, fol. 385.

New Orleans, 2d July, 1842.
(Signed) T. MILES,
Deputy Recorder.

44 *Exhibit D.—Filed with petition June 26th, 1874, and offered by plaintiff May 24th, 1875.*

STATE OF LOUISIANA,
City of New Orleans:

Court of probates. Succession of Mary E. A. Conrad.

Petition of C. M. Conrad to be qualified as natural tutor, for appointment of under-tutor, and inventory. Filed 21' April, 1841.

To the honorable the court of probates in and for the parish & city of New Orleans.

The petition of Charles M. Conrad, residing in the city of New Orleans, respectfully shews that on the 21st day of September, 1839, Mary

Eliza Angela Lewis, the wife of your petitioner, departed this life, leaving two minor children, issue of her marriage with petitioner, named Charles Magill & Laurence Lewis Conrad. That a community of acquests & gains existed between them, and that your petitioner is desirous of settling her succession, and to ascertain & determine the rights of said minors in said community & as heirs of their said mother.

45 Wherefore your petitioner prays to be confirmed & qualified according to law as the natural tutor of his said two minor children; that an under-tutor may be appointed to them, and an inventory of all the property belonging to the succession of the deceased ordered to be made according to law.

And your petitioner, as in duty, &c.

(Signed) BENJAMIN,
Pl'ff's Att'y.

Order of court confirming tutor, appointing under-tutor, and ordering inventory.

Let the petitioner be confirmed as the natural tutor of his minor children within named, and let F. B. Conrad be appointed their under-tutor; let the inventory within prayed for be taken by H. B. Cenas, esq., not. pub., in the presence of all parties interested or then duly called, & let P. Allard & G. Correjolles be appointed appraisers to value the property to be inventoried.

New Orleans, 21 April, 1841.

(Signed) J. BERMUDEZ,
Judge.

46 *Oath of appraisers.—Filed* 21 *April*, 1841.

STATE OF LOUISIANA,
City of New Orleans:

In the court of probates in and for the parish and city of New Orleans, before me, Ant. D. Doriscourt, d'y register of wills in and for the parish and city of New Orleans, personally came and appeared P. Allard & G. Correjolles, who solemnly swear that they will well and faithfully perform all and singular the duties of appraisers to value the property to be inventoried for account of the estate of Mary Eliza Angela Lewis, dec'd, wife of Charles M. Conrad. So help them God.

(Signed) P. ALLARD.
(Signed) G'BL CORREJOLLES.

Sworn to and subscribed before me.

New Orleans, this 21st day of April, 1841.

(Signed) ANT. D. DORISCOUR,
D'y Register of Wills.

Oath of tutor.—Filed 23 *April*, 1841.

STATE OF LOUISIANA,
City of New Orleans:

In the court of probates in and for the parish and city of New Orleans, before me, W. F. C. Duplessis, register of wills in and for the parish and city of New Orleans, personally came and
47 appeared Charles Magill Conrad, who solemnly swears that he

will well and faithfully perform all and singular the duties of natural tutor of his minor children, named, 1st, Charles Magill Conrad, and, 2d, Laurence Lewis Conrad, legitimate issue of his marriage with his deceased wife, Mary Eliza Angela Lewis. So help him God.

(Signed) C. M. CONRAD.

Sworn to and subscribed before me.
New Orleans, this 23d day of April, 1841.

(Signed) W. F. C. DUPLESSIS,
Register of Wills.

Oath of under-tutor.—Filed 24' April, 1841.

STATE OF LOUISIANA,
City of New Orleans:

In the court of probates in and for the parish and city of New Orleans, before me and D. Doriscourt, deputy register of wills in and for the parish and city of New Orleans, personally came and appeared F. B. Conrad, who solemnly swears that he will well and faithfully perform all and singular the duties of under-tutor of the minors named Charles Magill Conrad and Laurence Lewis Conrad: So help him God.

(Signed) F. B. CONRAD.

48 Sworn to and subscribed before me.
New Orleans, this 24th day of April, 1841.

(Signed) ANT. D. DORISCOURT,
D'y Register of Wills.

Petition for commissions to take inventories.—Filed 4' May, 1841.

To the honorable the court of probates in and for the parish of New Orleans:

The petition of Charles M. Conrad, tutor of his minor children, Charles Magill & Laurence Lewis Conrad, respectfully shews that there is property belonging to the succession of the mother of said minors, and in which they are interested, in the parishes of Jefferson & S't Mary, which it is necessary should be inventoried according to law.

Wherefore your petitioner prays that this honorable court may direct commissions to the respective judges of said parishes of Jefferson & S't Mary authorizing them to take the inventories of the property belonging to said succession, & in which said minors are interested, situated within their respective jurisdictions.

And your petitioner, as in duty.

(Signed) BENJAMIN, *Att'y.*

49 *Order of court directing commissions to take inventories, &c., endorsed on the foregoing petition.*

Let commissions issue addressed to the parish judge of S't Mary and to the parish judge of Jefferson, authorizing them to take inventories of the property situated in their respective parishes belonging to the community which lately existed between Charles M. Conrad and his deceased wife, Mary Eliza Angela Lewis, and of any property belonging to the succession of said Mary Eliza Angela Lewis, deceased wife of said Charles M. Conrad.

New Orleans, 4' May, 1841.

(Signed) J. BERMUDEY, *Judge.*

Inventory filed 24th May, 1841.

STATE OF LOUISIANA,
City of New Orleans:

By virtue of and pursuant to an order of the honorable the court of probates in and for the city and parish of New Orleans, State of Louisiana, bearing date the twenty-first day of April last, directing an inventory of all the property and effects belonging to the estate of the late Mistress Elise Angele Lewis, deceased wife of Charles Magill
50 Conrad, esq., of the city, and particularly of the property and effects belonging to and forming the community of acquets and gain which existed between the said Conrad and his said late wife, which order was rendered on the petition of him, the said Conrad, with the view of settling the succession of his said late wife, in order to effect a division of the said community-property and establish therein the rights of his two minor children (issue of his marriage with his said late wife) named Charles Magill Conrad and Laurence Lewis Conrad, certified copies of which petition and order of court are hereunto in the margin annexed for reference—

Be it known that on this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, before me, Hillary Breton Cenas, a notary public in the city and parish of New Orleans aforesaid, duly commissioned and qualified, personally came and appeared, 1st, the said Charles M. Conrad, acting in his capacity of natural tutor of his said minor children; 2nd, Francis B. Conrad, of this city, acting in his capacity of under-tutor of the said minors; and, 3d, A. Correjolles and P. Allard, both of this city, the two gentlemen duly appointed and sworn by the said court as appraisers to appraise the property to be herein inventoried.

51 Which said parties being thus assembled, I, the said notary, did forthwith proceed in their presence, as well as in the presence of Laurence Dornan and Ernest Granet, witnesses of lawful age and domiciliated in this city, to take an inventory of the property and effects belonging and appertaining to the estate and to the community above said, in this city and parish, as pointed out to me for that purpose by the said Charles M. Conrad, in manner following, to wit:

Individual estate.

SLAVES.

Sucky, a mulat'ress, aged about fifty-five years, appraised by the said appraisers at the sum of two hundred dollars....	$200 00
William, a negro, aged about fifty years, appraised at five hundred dollars	500 00
Martha, a mulat'ress, aged about twenty-five years, appraised at one thousand dollars.....	1,000 00
Marray, a mulatto, aged about thirteen years, appraised at five hundred dollars.....	500 00
Marcellus, a mulatto, aged about ten years, appraised at four hundred dollars	400 00
Thornton, a mulatto, aged about seven years, appraised at three hundred dollars.....	300 00
Amounting to the sum of two thousand nine hundred dollars.....	2,900 00

MOVEABLES.

52 One lot of furniture, together with about one hundred volumes of miscellaneous works, appraised in block at the sum of five hundred dollars..... $500 00

CASH.

And the said Charles M. Conrad declared that he had received at sundry times, for the account of his said late wife, from her father, the late Major Laurence Lewis, and from his estate, the following sums of money, to wit:

On the 29th day of April, 1837, the sum of three thousand eight hundred dollars..... $3,800 00
On the 20th day of December, 1837, the sum of three thousand five hundred forty-nine $\frac{68}{100}$ dollars..... 3,549 68
On the twenty-second day of January, 1838, the sum of forty-eight hundred and seventy-six

Amount carried forward..... 7,349 68

Amount brought forward..... $7,349 68
dollars..... 4,876 00
On the fifteenth day of May, 1838, the sum of four thousand four hundred and eight dollars..... 4,408 00
On the first day of May, 1840, the sum of four thousand seven hundred and twelve dollars..... 4,712 00
53 On the 3d day of March, 1841, the sum of four thousand nine hundred and forty-nine dollars..... 4,949 00

Amounting in all to the sum of twenty-six thousand two hundred and ninety-four dollars and sixty-eight cents..... 26,294 68
Of which said sum of money part is now in the hands of him the said Conrad, a part loaned out on interest, and a greater portion expended in the purchase of and paying for slaves & real estate.

Community-property.

SLAVES.

Matilda, a negress, aged about thirty years, appraised at one thousand dollars..... $1,000 00
Oliver, a negro, aged about thirty-two years, appraised at one thousand dollars..... 1,000 00
Fairfax, a mulat'ress, aged about forty years, & her two children, Bob, aged about seven years, and an infant named Gilbert, appraised together at thirteen hundred dollars..... 1,300 00
Ellen, a mulat'ress, aged about fifteen years, appraised at six hundred dollars..... 600 00
Fanny, a mulat'ress, aged about thirteen years, appraised at six hundred dollars..... 600 00
Harriet, a mulat'ress, aged about eleven years, appraised at five hundred dollars..... 500 00

Amounting to the sum of five thousand dollars..... $5,000 00

REAL ESTATE.

54 The one undivided half part or moiety of a certain lot of ground situate in the municipality number "two" of this city, in the square comprised within Julia, Tchoupitoulas, Notre Dame, and Magazine streets, and having (in French measure) sixty-five feet front on Julia street by one hundred and fifty-one feet in depth on the side towards Magazine street, one hundred and fifty-three feet nine inches in depth on the side towards Tchoupitoulas street and thirty-five feet seven inches in the rear, being the same acquired by said Charles M. Conrad by purchase from William McCauley, by an act passed before me, the said notary, on the twentieth day of April, 1838, appraised at the sum of six thousand dollars..... $6,000 00

The one undivided half part or moiety of five certain lots of ground situate in the suburb Delord, in the said municipality No. "two," on the north side of Poyefarré street, between Foucher and Annunciation streets, and designated by the numbers "one," "two," "three," "four," and "five," on a sketch or plan drawn by Joseph Pilie, surveyor of the said municipality, on the 25th day of January, 1841. Said lots adjoin each other and have

55 each the following dimensions, to wit: Lot No. five measures twenty feet nine inches and four lines front on said Poyefarré street by one hundred and twenty-four feet eight inches and two lines in depth, between equal and parallel lines. Lot No. four measures twenty feet nine inches front on said Poyefarré street by one hundred and twenty-four feet eight inches and two lines in depth, between parallel lines. Lot No. three measures twenty feet eight inches front on said Poyefarré street by one hundred and twenty-four feet eight inches and two lines in depth, between parallel lines; and lots Nos. two and one measure each twenty feet eight inches and six lines front on said Poyefarré street by one hundred and twenty-four feet eight inches and two lines in depth, between parallel lines. All bounded in the rear by an alley eight feet wide, traversing from Annunciation to Foucher street, and common to said lots and to all other lots bordering thereon. Which undivided half of said lots was acquired by the said Charles M. Conrad by purchase from the said William McCauley, by an act passed before Felix Grima, a notary public in this city, on the 25th day of January last, (1841,) and is appraised at the sum of four thousand nine hundred and fifty dollars..... $4,950 00

Amount brought forward..... 6,000 00

56 Amounting to the sum of ten thousand nine hundred & fifty dollars..... 10,950 00

N. B.—As it respects the undivided half of the five lots of ground last above described, although the notarial act of sale thereof was passed subsequently to the dissolution of the community above mentioned, the same in reality was purchased by the said Conrad, by an act, or memorandum, under private signature prior to the dissolution

of said community, and all the buildings now on said property have been constructed at the joint expense of the said McCawley and him, the said Conrad, since the dissolution aforesaid.

CASH.

Amount of cash on hand at the close of the community, about two thousand dollars $2,000 00

ACCOUNTS RECEIVABLE.

Accounts due and owing to the said Charles M. Conrad by sundry persons at the close of said community, about five thousand dollars $5,000 00

As it respects the last two items, the said Charles M. Conrad
57 declared that he finds it impossible to be very accurate, as he has never kept regular accounts, and many of the debts have already been ascertained to be bad or may hereafter prove so.

As it respects the household furniture, he, the said Conrad, declared that, with a few trifling exceptions included in the lot of furniture above mentioned under the head of individual estate, the same was purchased by himself and with his own individual means, partly before and partly immediately after his marriage.

And before closing these presents the said Charles M. Conrad required me, the said notary, the note herein by way of memorandum, to serve in case of need hereafter, that by an act passed before Adolphe Mazareau, a notary public in this city, on the 5th June, 1837, H. C. Cammack, for Thomas Banks, of this city, conveyed to him, the said Conrad, two certain lots of ground situate on Camp streets, in the said municipality No. two, and in said act more particularly described; but that said property does not in fact belong, and has never belonged, to him, the said Conrad, having merely been placed in his name, where it still remains, as security for a sum of money due by the said Banks to Mrs. Ann A. Towles, and to indemnify him, the said Conrad, against certain liabilities which he had incurred for him.

58 *Recapitulation.*

INDIVIDUAL ESTATE.

Amount of the appraised value of the slaves, two thousand nine hundred dollars	$2,900 00
Amount of the appraised value of the movables, five hundred dollars	500 00
Amount of cash, twenty-six thousand two hundred and ninety-four dollars and sixty-eight cents	26,294 68
Amounting in all to twenty-nine thousand six hundred ninety-four dollars sixty-eight cents	$29,694 68

COMMUNITY PROPERTY.

Amount of the appraised value of the slaves, five thousand dollars	$5,000 00
Amount of the appraised value of the real estate, ten thousand nine hundred and fifty dollars	10,950 00

Amount of cash on hand, two thousand dollars.....
Amount of accounts receivable, five thousand dollars.....

Amounting in all to the sum of twenty-two thousand nine hundred and fifty dollars.....

59 And the said Charles M. Conrad here declared that he possesses no other property nor effects whatsoever situate and being in said parish to be included in this inventory.

Whereupon I, the said notary, do now close these presents and set unto subscribe my name, together with the said parties and witnesses, the day, month, and year above written.

Original signed C. M. Conrad, F. B. Conrad, G'Te Corregidor, [illegible] hard, Law'ce Dornan, E. Granet, H. B. Cenas, not. pub.

I certify the following to be a true copy of the original inventory on file tant in my notarial register.

In faith whereof I grant these presents, under my signature and impress of my seal of office, at New Orleans, this twenty-second day of May, eighteen hundred and forty-one.

[L. s.] (Signed) H. B. CENAS, Not. Pub.

Inventory.—Filed 24 May, 1841.

STATE OF LOUISIANA,
Parish of S't Mary:

We, John B. Murphy and William Sharp, do solemnly swear that we will well and truly appraise the property and effects produced to us belonging to the succession of the late Mary Eliza Angela Lewis, 60 of the parish and city of New Orleans, deceased, and the community Conrad, her surviving husband, according to the best of our knowledge and abilities. So help me God.

(Signed) J. B. MURPHY.
(Signed) WM. SHARP.

Sworn to and subscribed before me this 12 day of May, A. D. 1841.
(Signed) W. T. PALFREY,
Parish Judge.

STATE OF LOUISIANA,
Parish of S't Mary:

Inventory of property and effects belonging to the succession of the late Mary Eliza Angela Lewis, of the city and parish of New Orleans, deceased wife of Charles M. Conrad, of said parish and city of New Orleans, and to the community that existed between the said deceased and said Conrad, her surviving husband, made in pursuance of a commission issued from the honorable the court of probates in and for the said *in and for the said* parish and city of New Orleans, under the seal of said court, and dated on the fourth day of the present month, by me, William T. Palfrey, parish judge in and for the said parish of S't Mary, assisted by John B. Murphy and William Sharp, sworn appraisers, duly appointed and sworn by me, said judge, began on the twelfth day of May, A. D. eighteen hundred and forty-one, to wit:

Firstly. We have taken the property designated to us as belonging exclusively to the estate of said deceased, 61 being property which said deceased brought in marriage, viz:

1st. Laurence, a mulatto man, aged about 32 years, a tolerable blacksmith, valued at one thousand dollars 1,000 00
2d. A mulatto girl, named Caroline, aged about ten years, valued at four hundred dollars 400 00
3d. Ellen, a mulatto girl, aged about eight years, valued at three hundred dollars 300 00
4th. Edward, a mulatto man, aged about 25 years, valued at nine hundred dollars 900 00

Twenty-six hundred dollars 2,600 00

Secondly. We next proceeded to the appraisement of the following property belonging to the aforesaid community, viz:

1st. Henry Williams, a negro man, aged about 24 years, valued at one thousand dollars 1,000 00
2d. Patsey, his wife, a negress, aged about 24 years, with her two children, Frederick, aged about two years, and an infant two months, valued together at one thousand dollars 1,000 00
3d. William, a negro boy, aged about 19 years, valued at nine hundred dollars 900 00
4th. Charlotte, a negress, aged about 20 years, valued at seven hundred dollars 700 00
5th. Patience, a negress, aged about 25 years, valued at seven hundred dollars 700 00
6th. The undivided fourth part of a tract of land situ-
62 ated on the west side of the Bayou Teche, in this parish, having about eight arpents front by the ordinary

Amount carried over 4,300 00
Amount brought over 4,300 00

depth, bounded above and below by lands belonging to William T. Palfrey, Charles M. Conrad, & others, with all improvements thereon, held in partnership with William T. Palfrey and the heirs of the late David Weeks, and acquired by purchase under public act passed before John Moore, then parish judge in & for said parish of S't Mary, from Alfred M. Stanley, said act dated on the second day of September, A. D. 1837, the whole tract valued at three thousand dollars. The one undivided fourth of said sum is seven hundred and fifty dollars 750 00
7th. The one undivided fourth part of a tract of land situated on the east side of the Bayou Teche, in said parish, having a front on said bayou of about thirty arpents, more or less, and running back with irregular lines, so as to contain about 800 superficial arpents, bounded above by lands of Joshua Baker, and below or southerly in part by the meandering course of said bayou and in part by land of P. C. Bethell, said land held in partnership with said
63 William T. Palfrey and the said heirs of Daniel Weeks, dec'd, the whole tract valued at seven thousand five hundred dollars. The fourth part of said seven is eighteen hundred and seventy-five dollars 1,875 00
8th. The undivided fourth part of all moveable property in use on the plantation cultivated in partnership between said C.

M. Conrad, W. T. Palfrey, and the heirs of David Weeks, consisting of mules, horses, stock of cattle, agricultural implements, &c., the whole valued at two thousand dollars. The one-fourth of said sum is five hundred dollars.. 500 00

Total appraisement of community-property, seventy hundred & twenty-five dollars..... 7,425 00

Done, begun, and closed at the plantation held in partnership between said C. M. Conrad, W. T. Palfrey, and the heirs of the late David Weeks, in said parish of S't Mary, on this twelfth day of May, A. D. eighteen hundred & forty-one, in presence of Cornelius Charles Tyson and James Vaughan, competent witnesses, of the full age of majority, residing in said parish of S't Mary, who have signed these presents with said appraisers and me, said judge.

Original signed J. B. Murphy, W'm Sharp, Cornelius C. Tyson, James Vaughan, W. T. Palfrey, parish judge.

64 I certify the proceeding to be a true copy of the original on file in my office.

In witness whereof I have hereunto set my hand and seal of office on this 13th day of May, A. D. 1841.

[L. S.] (Signed) W. T. PALFREY,
Parish Judge.

Inventory.—Filed 24th May, 1841.

STATE OF LOUISIANA,
Parish of Jefferson:

Be it remembered that on this nineteenth day of May, in the year of our Lord one thousand eight hundred and forty-one, and of the Independence of the United States of America the sixty-fifth, by virtue of an order of the court of probates in and for the parish of Jefferson, State of Louisiana, dated this day, rendered upon a commission issued from the court of probates in and for the city and parish of New Orleans, directed to parish judge of this parish, and ordering that an inventory be made of all the property belonging to the community which lately existed between Charles M. Conrad & M'r's Mary Eliza Angelia Lewis, his deceased wife, and situated within this parish, I, François Joseph Enoul Dugué Livandais, parish judge and ex-officio notary public in and for the parish of Jefferson aforesaid, did pro-
65 ceed in my office at the hour of four o'clock p. m. to take the said inventory in the presence of and assisted by the hereinafter-named persons, to wit:

1st. Mess'rs Raphael Beauvais & Francois I. Laizer, experts, duly appointed and sworn to value the property to be inventoried.

2d. Mess'rs Charles Bienvenue & François M. B. Dugué, witnesses by me requested to be, both of full age and domiciliated within this parish.

LANDED PROPERTY.

One square of ground situated in the faubourg Livandais in this parish, and designated by the No. thirty-six, on a plan drawn by Benjamin Buisson, surveyor, dated the fifth day of March, eighteen hundred and thirty-two, and deposited in the office of Felix Grima, a notary public of

New Orleans. Said square of ground is comprised between First, Second, Jersey & Laurel streets, and measures three hundred and nineteen feet six inches front on said Second street, two hundred and fifty feet front on said Jersey street, three hundred and nineteen feet six inches front on said First street, and two hundred and fifty feet front on said Laurel street, all English measure, which said square of ground belong to this community by means of the purchase made thereof from William McCauley, by act before the said Felix Grima, notary, the
66 21st day of June, 1836, valued by the said experts, together with all the improvements thereon, at the sum of four thousand five hundred dollars, ($4,500.00.)

And there being no other property to be inventoried as belonging to the said succession and community, the said judge and notary did close the present inventory, amounting to the said sum of four thousand five hundred dollars.

Whereupon the experts & witnesses have signed together with me, judge and notary, after reading the whole on the day, month, and year first above written.

(Signed) R. BEAUVAIS.
F. I. LAIZER.
C. BIENVENUE.
F. DUGUÉ, Jun'r.
F. DUGUÉ, *Judge.*

A true copy of the original.
[L. S.] (Signed) F. DUGUÉ, *Judge.*

Petition for homologation of inventors.—Filed 24 May, 1841.

SUCCESSION OF MARY ELIZA ANGELA LEWIS, dec'd wife of Charles M. Conrad. } Court of probate.

To the honorable the court of probates in & for the parish & city of New Orleans:

The petition of Charles M. Conrad, natural tutor of his minor children, Charles Magill & Laurence Lewis Conrad, respectfully
67 shews that by virtue of the orders heretofore rendered by this honorable court inventories have been duly taken of all the property belonging to the succession of your petitioner's said deceased wife, and to the community which existed between them, said inventories embracing property in this parish and in the parishes of Jefferson & S't Mary. That herewith your petitioner files duly certified copies of said inventories. Those taken in the parishes of Jefferson & S't Mary have been taken by the judges respectively of said parishes by virtue of commissions directed to them by this court, and that taken in this parish having been made by H. P. Cenas, notary public of said city, in pursuance of the *court* of this court.

Your petitioner prays that said inventories may be duly approved & homologated by this honorable court.

And as in duty, &c.

By J. P. BENJAMIN,
Att'y for Petitioner.

Order of court.

Let the accompanying inventories be approved and homologated.
New Orleans, 24 May, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Petition for appraisement of

68 Succession of M. E. A. Lewis, [illegible] wife of Charles M. Conrad. [illegible]

To the honorable the court of probates in and for the parish & city of New Orleans:

The petition of Charles M. Conrad, [illegible] Charles M., Lawrence L. Conrad, respectfully shows that he is the owner, in common with his [illegible] property, being real estate situated in the [illegible] Jefferson & St. Mary, & certain slaves [illegible] united during the existence of the [illegible] petitioner and the mother of said minors, and [illegible] mentioned in the inventory filed [illegible] honorable court & duly homologated, and [illegible] that he is now desirous of causing all such [illegible] adjudicated to him according to law, and [illegible] tioner prays that experts may be appointed & sworn according to law in order to estimate the property, & that all such other & further orders be granted in the premises as the law & nature of the case may require.

And your petitioner, as in duty bound, &c.

(Signed) BENJAMIN, [illegible]

69 *Order of court.*

Let Joseph E. Whitall and Frederick Frey be appointed experts to make a new valuation of the within-mentioned property.

New Orleans, 1st of June, 1841.

(Signed) J. BERMUDEZ, *Judge.*

Oath of appraisers.—Filed 5th June, 1841.

STATE OF LOUISIANA,
City of New Orleans:

In the court of probates in and for the parish and city of New Orleans.

SUCCESSION OF M^RS MARY ELIZA ANGELA Lewis, dec'd wife of C. M. Conrad.

Before me, Peter L. B. Duplessis, d'y register of wills in and for the parish and city of New Orleans, personally came and appeared Joseph E. Whitall and Frederick Frey, who solemnly swear that they will well and faithfully perform all and singular the duties of appraisers or experts to make a new valuation of certain property belonging to the community which existed between C. M. Conrad and Mary [illegible] Lewis, his dec'd wife. So help them God.

(Signed) JOS. E. WHITALL.
FRED. FREY.

Sworn to and subscribed before me, New Orleans, this fifth day of June, 1841.

(Signed) P. L. B. DUPLESSIS,
D'y. Register of Wills.

70 *Petition for appointment of experts to appraise real estate of community.—Filed 10' April, 1845.*

To the honorable the court of probates in and for the parish & city of New Orleans:

The petition of Charles M. Conrad, residing in the said city, humbly shews that your petitioner & his two minor children, Charles M. Angelo Conrad & Lawrence Lewis Conrad, are owners in common of certain real estate situated in this parish & in the parishes of Jefferson and S't Mary belonging to the community of acquest & gains which existed between his late wife, Mary E. Angela Conrad, and himself.

That in the year 1841 your petitioner, being desirous of having the community property adjudicated to him in pursuance of law, did present a petition to your honorable court praying that experts might be appointed & sworn to appraise said property, & certain persons were accordingly appointed and sworn, but, owing to certain circumstances, no appraisement of said property was ever made and said adjudication never took place.

Your petitioner now shews that he desires to have the real estate only of said community, whether situated in this parish or elsewhere, adjudicated to him, & that it is for the interest of his said children that said adjudication should be made.

71

Wherefore he prays that experts be appointed & sworn according to law to estimate the real estate belonging to said community situated in this parish; that commissions issue to the parishes of Jefferson & S't Mary to appraise the property situated in those parishes respectively, & that such other & further proceedings be had in the premises as the case may require; and your petitioner, as in duty, &c.,

(Signed) C. M. CONRAD.

Order of court on foregoing petition.

Let Joseph E. Whitall & Fre'ck Frey be appointed experts to make a new valuation of the within-mentioned property, & let commissions issue directed to the parish judges of the parishes of Jefferson and S't Mary, directing them to cause the estimation prayed for to be made according to law.

New Orleans, 10' April, 1845.

(Signed) J. BERMUDEZ, *Judge.*

Let the above order be amended by inserting immediately after the word property the words "situated in the parish of Orleans."

New Orleans, 23' April, 1845.

(Signed) J. BERMUDEZ, *Judge.*

72 *Appraisement of real estate in the parish of Orleans.—Filed 9' May, 1845.*

Pursuant to an order of the honorable the court of probates in and for the city and parish of New Orleans, bearing date the tenth day of April, 1845, we, the undersigned, appointed experts by the said order to make a new valuation of the property situate in this parish belonging to the community which existed between Charles M. Conrad and and his deceased wife, Mary Eliza Angela Lewis, do hereby report that we have examined the said property, and that we have valued the same as follows, to wit:

1st. The one undivided half part or moiety of a certain lot or parcel of ground situate in the municipality number [illegible] of this city, in the square comprised within Julia, Tchoupitoulas, [illegible] and [illegible] sixe st's, and having (in French measure) sixty-[illegible] by one hundred and fifty-one feet in depth on the side towards [illegible] sixe street, one hundred & fifty-three feet nine inches in depth on the side towards Tchoupitoulas street, & thirty-five feet seven inches in width in the rear. Said undivided half valued at the sum of three thousand five hundred dollars, ($3,500.)

73 2d. The undivided half part or moiety of five certain lots of ground situate in the suburb Delord, in the said municipality No. two, on the north side of Peoyfaré street, between [illegible] and Association street, & designated by the numbers one, two, three, four and five on a sketch or plan drawn by Joseph Pelié, surveyor of the [illegible] cipality, on the 25th day of January, 1841. Said lots [illegible] and have each the following dimensions, to wit: Lot No. one measures twenty feet nine inches & four lines front on said Peoyfaré street by one hundred & twenty-four feet eight inches & two lines in depth, between equal & parallel lines. Lot No. two measures twenty feet nine inches front on Peoyfaré street by one hundred & twenty-four feet eight inches & two lines in depth, between parallel lines. Lot No. three measures twenty feet eight inches front on said Peoyfaré street by one hundred & twenty-four feet eight inches & two lines in depth, between parallel lines; and lots Nos. two and four measure twenty feet eight inches & six lines front on said Peoyfaré street by one hundred & twenty-four feet eight inches and two lines in depth, between parallel lines; all bounded in the rear by an alley [illegible] wide, traversing from Association to Fourche[illegible]

74 mon to said lots and to all the other lots bordering [illegible] Said undivided half valued at the sum of three thousand dollars, ($3,000.)

N. B.—The buildings on the above-described premises are not included in the foregoing valuation, the same having been erected since the dissolution of the community.

(Signed) FRED. FREY.
(Signed) JOS. B. WHEBALL.

Inventory of property in the parish of St Mary.—Filed 9th May, 1845.

STATE OF LOUISIANA,
Parish of St Mary:

Inventory of the real property belonging to the community which existed between the late Mary Elisa Angela Lewis, of the parish and city of New Orleans, deceased, and Charles M. Conrad, her husband, made pursuant to a commission issued from the [illegible] the court of probates in and for the parish and city of New Orleans, under the seal of said court, under date the fifteenth of April [illegible] by me, John A. Dumastrait, parish judge and ex officio [illegible] in and for the parish of St Mary aforesaid, herein

75 Joshua Baker and Pinckney C. Bethell, both [illegible] praisers, first duly appointed and sworn by me, said judge, to wit:

Firstly. The undivided fourth part of a tract of land situated on the west side of the bayou Teche, in this parish, having

about eight arpens front, by the ordinary depth, bounded above and below by lands belonging to William T. Palfrey, Charles M. Conrad, and others, with all the improvements thereon, held in partnership with the said William T. Palfrey and the heirs of David Weeks, and acquired by purchase under public act passed before John Moore, then acting in my aforesaid capacity, from Alfred M. Stanley, on the second day of September, 1837, the whole tract valued at three thousand dollars. The undivided fourth of said sum is seven hundred & fifty dollars, viz..... $750 00

Secondly. The one undivided fourth part of a tract of land situated on the east side of the bayou Teche, in said parish, having a front on said bayou of about thirty arpens, more or less, and running back with irregular lines, so as to contain about eight hundred superficial arpens, bounded above by lands of Joshua Baker, below, or southerly, in part by the meandering cause of said bayou and in part by land of P. C. Bethell, and on the east by land of John Smith; said land held in partnership with the said William T. Palfrey and the said heirs of David Weeks, deceased, the
76 whole tract valued at seven thousand five hundred dollars. The fourth part of said sum is eighteen hundred and seventy-five dollars..... $1,875 00

Thirdly. Henry Williams, a negro man, aged about 28 years, valued at eight hundred dollars..... 800 00

4th. Patsey, his wife, aged about 28 years, with her two children, Frederick, aged 6, and Washington, aged 4 years, valued in a lot at one thousand dollars..... 1,000 00

5th. William, a negro man, aged 24 years, valued at eight hundred dollars..... 800 00

6th. Charlotte, a negress, aged about 24 years, valued at six hundred & fifty dollars..... 650 00

7th. Patience, a negress, aged about 29 years, valued at six hundred dollars..... 600 00

Total amount, six thousand four hundred & twenty-five dollars..... $6,475 00

And there being no other real property known to belong to the said community in this parish of S't Mary, we have closed this inventory, amounting as aforesaid.

Thus begun, done, and closed at the domicil of William T. Palfrey, in the parish of S't Mary, on this fifth day of May, anno Domini eighteen hundred & fifty-five, in presence of William T. Palfrey and Israel Moore, both competent witnesses, who have signed these presents
77 with said appraisers & me, said judge, after due reading; said witnesses being of full age and residing in this said parish.

Original signed Joshua Baker, Pinckney C. Bethell, W. T. Palfrey, Israel Moore, J. A. Dumartrait, parish judge.

A true copy. Test:
[L. S.] (Signed) J. A. DUMARTRAIT,
Par. Judge.

Inventory of property in the parish of Jefferson.—Filed 9th May, 1845.

In the court of probates in and for the parish & city of New Orleans.

The State of Louisiana to the honorable judge of the court of probates in & for the parish of Jefferson, greeting:

ESTATE OF MARY E. ANGELA LEWIS, DEC'D, wife of Charles M. Conrad.

You are hereby authorized and empowered to take an inventory of the real estate belonging to the community which existed between the late M. E. A. L. Conrad, deceased, wife of C. M. Conrad, & her husband, within your parish, & to appoint experts to appraise the same with a view to the adjudication thereof to the said C. M. Conrad, as prayed for in petition, a copy of which is hereto annexed, and when you shall so have taken the same, be pleased to send a certified copy thereof from under your hand to us, in as court of probates in and for the
78 parish and city of New Orleans, without delay.

Witness the honorable J. Bermudez, judge of our said court, at the city of New Orleans, this 15th day of April, in the year of our Lord one thousand eight hundred and forty-five, and the sixty-ninth of the Independence of the United States of America.

[L. S.] (Signed) AND. D. DERISCOURT,
Dy R.

The execution of this commission appears by the annexed authentic copy of public inventory and appraisement.

Parish of Jefferson, May third, 1845.

(Signed) PERSIFER F. SMITH.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Jefferson:

In pursuance of a commission from the honorable judge of the court of probates in and for the parish and city of New Orleans, dated the fifteenth day of April, eighteen hundred and forty-five, authorising and empowering the judge of the courts of probates in and for the parish of Jefferson to take an inventory of the real estate belonging to the community which existed between the late M. E. A. L. Conrad, deceased, wife of C. M. Conrad, and her husband, situated within this parish, and to appoint experts to appraise the same, with a view
79 to the adjudication thereof to the said C. M. Conrad, I, Persifer Frazer Smith, residing in the parish of Jefferson, parish judge and judge of the court of probates thereof, did, on this third day of May, in the year of our Lord one thousand eight hundred and forty-five, appoint Messieurs Washington William Vaught and William Camp Goodrich, who are both above the age of majority and residing in this parish, experts for the purpose set forth in said commission, who immediately took before me the following oath, viz:

We, Washington William Vaught and William Camp Goodrich, do solemnly swear that we will faithfully and impartially appraise the real estate belonging to the community which existed between the late M'r's M. E. Angela Lewis, deceased, wife of Charles M. Conrad, and her said husband, in the parish of Jefferson.

(Signed) W. W. VAUGHT.
W'M CAMP GOODRICH.

Sworn to and subscribed at the parish aforesaid this third of May, 1845, before me.

(Signed) PERSIFER F. SMITH, *Judge.*

And with them I visited the property to be inventoried, when, being at the hour of eleven a. m., I called to be present as witnesses Mess'rs Felix Bouligny and Manuel G. Garcia, residing in this parish, above the age of majority, in presence of whom I proceeded to make the inventory, as follows:

REAL ESTATE

80 Belonging to the community which existed between the late Mrs. Mary E. Angela Lewis, wife of Charles M. Conrad, and her said husband, in the parish of Jefferson, viz:

A certain square of ground situated in the suburb Livaudais, parish of Jefferson, in this State, above the city of New Orleans, designated by the number thirty-six on a plan drawn by Benjamin Buisson, surveyor for the said parish of Jefferson, dated the fifth of March, eighteen hundred and thirty-two, deposited in the office of Felix Grima, notary. Said square is comprised between First, Second, Jersey, and Laurel streets, and measures three hundred and nineteen feet six inches front on said Second street, two hundred and fifty feet front on said Jersey street, three hundred and nineteen feet six inches front on said First street, and two hundred and fifty feet front on said Laurel street, all English measure, with all the rights thereto belonging, but not including the house, fences, and other improvements thereon made since the dissolution of the community aforesaid, which said square, with the rights thereto belonging, but without the buildings and improvements thereon, said appraisers value at the sum of five thousand dollars, ($5,000.)

And this being all the property known as belonging to the said community, I make recapitulation as follows:

81 RECAPITULATION.

Square No. 36 in Livaudais, valued at the sum of five thousand dollars, ($5,000.)

And thereupon, at the hour of two p. m., I close this inventory, amounting to five thousand dollars, in the presence of said appraisers and witnesses, and make this proces-verbal, which they sign with me, judge, after due reading hereof, on the day and year before mentioned.

(Signed) W. W. VAUGHT.
WM CAMP GOODRICH.
MANUEL G. GARCIA.
F. BOULIGNY.
PERSIFER F. SMITH, *Judge.*

I certify the above to be a true copy from the original in my office.

Witness my official signature and seal this third day of May, eighteen hundred and forty-five, at the parish of Jefferson.

[L. S.] (Signed) PERSIFER F. SMITH, *Judge.*

Petition for homologation of appraisements of real estate.—Filed 9th May, 1845.

To the honorable the court of probates, in and for the parish & city of New Orleans:

The petition of Charles M. Conrad, residing in said city:

That, in virtue of an order rendered by this honorable court on the fifteenth day of April last past, an appraisement has been made of the landed property situated in this parish and in the parishes of Jeffer-
82 son and S't Mary, belonging to the community between your petitioner and his deceased wife, & now owned in common between your petitioner & his two minor children, with a view to the adjudication thereof to your petitioner. Your petitioner hereto annexes the appraisement made in this parish, & copies of the inventories made in the parishes of Jefferson & S't Mary.

Wherefore he prays that said appraisement & inventories be homologated and approved, & that a family meeting be ordered to be convened before H. B. Cenas, notary public, in order to deliberate & determine whether it be for the interest of his said minor children that the real estate belonging to the community between his said children & your petitioner be adjudicated to him for the sum at which it has been appraised, & for all other & further relief.

And your petitioner, &c.

(Signed) C. M. CONRAD.

Order of court on foregoing petition.

Let the accompanying two inventories and report of appraisement be approved and homologated; let the family meeting within prayed for be convened & held before H. B. Cenas, esq., not. pub., for the purpose of deliberating and giving their opinion and advice on the subject-
83 matter of the within petition, said family meeting to be composed of the following-named persons, or any five of them, viz: Theodore Zacharie, George K. Rogers, W'm McCawley, D'r Augustus H. Cenas, John Nicholson, D'r Edward J. Coxe, and John L. Lewis, all friends of the minors, in default of relations in this parish or in a neighboring one, at a distance not exceeding thirty miles; and let F. B. Conrad, undertutor, be notified to attend said family meeting.

New Orleans, 9th May, 1845.

(Signed) J. BERMUDEZ, *Judge.*

Proceedings of family meeting.—Filed 15 May, 1845.

STATE OF LOUISIANA,
City of New Orleans:

By virtue of and pursuant to an order of the honorable the court of probates, in and for the city and parish of New Orleans, State of Louisiana, aforesaid, bearing date the ninth day of May, instant, directing a family meeting in behalf of the minor children of Charles M. Conrad, of this city, named Charles Magill Conrad and Lawrence Lewis Conrad, issue of his marriage with Eliza Angela Lewis, his deceased wife, to be convened and held before me, the undersigned notary, in order to
84 determine whether it will be for the interest of the said minors that the landed property situate in this parish, and in the parishes of Jefferson and Saint Mary, in this State, belonging and appertaining to the community of acquits and gains which existed between the said

Conrad and his said late wife, and now owned by him in common with his said minor children, should be adjudicated to him according to the law, and to give their advice accordingly, &c.; which order was rendered on the petition of the said father, certified copies of which petition and order of court are hereunto in the margin annexed for reference.

Be it known that on this thirteenth day of May, in the year of our Lord one thousand eight hundred and forty-five, before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared in my notarial office, at the hour of five o'clock p. m., and assembled themselves together in family meeting, having each received three days' previous notice in writing from me, notary, so to assemble, the following-named gentlemen, to wit, William McCawley,
George K. Rogers, John Nicholson, John L. Lewis, Edward J.
85 Coxe, & Augustus H. Cenas, all friends of the said minors, appointed by the said order of court to act in the premises in default of relations or connexions residing in this parish or within a circle of thirty miles thereof, and all of lawful age, and domiciliated in this city; who, after having been duly sworn by me, the said notare, to give their advice and opinion touching the interests of the said minors, upon which they are called to deliberate, proceeded to take cognizance of and examine the following documents to them duly submitted for that purpose by me, the said notary: 1st. The said annexed petition and order of court. 2d. And duly certified copies of the appraisements made of the landded property belonging to the said community, and in which the said minors are interested as aforesaid, from which it appears that the same has been duly appraised as follows, to wit: the property situate in this parish, at the sum of six thousand five hundred dollars; that situate in the said parish of Jefferson at the sum of five thousand dollars, and the property situate in the said parish of Saint Mary at the sum of two thousand six hundred and twenty-five dollars, which copies are hereunto in the margin annexed as part of these proceedings.

86 And whereas the privilege prayed for by the said petitioner is one which the law grants under similar circumstances to surviving parents, and which the said appraisers can see no sufficient cause or reason in withholding in the present instance, particularly as they are satisfied that the measure proposed would tend to secure more effectually the interest of the said minors by relieving them of the responsibility and risk ever attendant upon the administration of so much real estate, and at the same time obviate the possibility of losses resulting from those fluctuations and depreciations to which experience has shown that every species of property is more or less liable. Considering all this, and after having maturely deliberated and consulted together upon the subject-matter of said petition, they, the said appraisers, declared their unanimous advice and opinion in the premises to be as follows, to wit: that it would evidently be to the interest and advantage of the said minors that all the landed property situate in this parish and in the said parishes of Jefferson and Saint Mary as aforesaid should be adjudicated to the said Charles M. Conrad, the surviving parent of said minors, according to law, for the sums at which the same has been appraised, as before mentioned:

87 Wherefore they accordingly respectfully recommend that the prayer of the said petitioner be granted, and that said adjudication take place on due compliance with the forms in such cases prescribed and required.

In faith whereof they thereunto subscribe their names in the pres-

ence of Auguste Commandeur and Michel Aime, jun'r, witnesses of lawful age and domiciliated in the city, and me, the said notary.

Original signed W'm McCawley, Jno. L. Lewis, Geo. K. Rogers, John Nicholson, Edw'd Fenner Coxe, A. H. Cenas, A. Commandeur, M'l Aime, jr., H. B. Cenas, not. pub.

And as the foregoing proceedings and deliberations took place in the presence of Francis Buckner Conrad, of this city, the under-tutor of the said minors, he having also received three days' previous notice in writing from me, notary, to attend, he hereby declares that he is satisfied therewith and fully approved the same in every respect and particular.

In faith whereof he hereunto subscribes his name in the presence of and together with the said witnesses and me, the said notary.

Original signed F. B. Conrad, A. Commandeur, M. Aime, j'r, H. B. Cenas, not. pub.

I certify the foregoing to be a true copy of the original act on file and of record in my office.

88 In faith whereof I grant these presents under my signature and the impress of my seal of office, at New Orleans, on this fourteenth day of May, 1845.

[L. S.] (Signed) H. B. CENAS, *Not. Pub.*

Prayer for homologation of proceedings of family meeting & for adjudication of property.—Filed 15 May, 1845.

To the honorable the court of probates in and for the parish & city of New Orleans:

Humbly sheweth the petition of Charles M. Conrad, a resident of said city, that agreeably to the order of this honorable court, rendered on the 9th day of the present month, a family meeting of the friends of your petitioner's minor children was held on the 13th inst., before H. B. Cenas, notary public, for the purpose of deliberating and determining whether or not it was for the interest of your petitioner's said children that the real estate belonging to the community between your petitioner and his late wife, and now owned in common between your petitioner and his said children, be adjudicated to him at the appraised value hereof, and said family meeting did advise and recommend that said property be adjudicated to your petitioner.

89 Wherefore your petitioner prays that the proceedings of said family meeting, a copy whereof is hereto annexed, be approved and homologated, & that the real estate belonging to said community, whether situated in this parish or in the parishes of Jefferson & S't Mary, & which is more particularly set forth & described in the inventories and appraisements on file in this honorable court, be adjudicated to him at the appraised value thereof, to wit: The property in this parish at the sum of $6,500, (six thousand five hundred dollars;) that situate in the parish of Jefferson at the sum of $5,000, (five thousand dollars,) & that situate in the parish of S't Mary at the sum of $2,625, (two thousand six hundred and twenty-five dollars;) making the aggregate sum of $14,125, say fourteen thousand one hundred and twenty-five dollars, one-half whereof, or $7,062.50, say seven thousand and sixty-two dollars & fifty cents, will be due to your petitioner's said minor children.

And your petitioner, as in duty, &c.

(Signed) C. M. CONRAD.

Judgment of adjudication.

Let the accompanying deliberations of family meeting be approved & homologated, & according thereto let the property hereafter described be adjudicated to the petitioner at its appraised value, which is as follows:

90 1st. One undivided half part or moiety of a certain lot or parcel of ground, situated in the municipality No. two of this city, in the square comprised within Julia, Tchoupitoulas, Notre Dame, & Magazine street, & having in French measure sixty-five feet front on Julia street, by one hundred & fifty-one feet in depth on the side towards Magazine street; one hundred & fifty-three feet nine inches in depth on the side towards Tchoupitoulas street, & thirty-five feet seven inches in width in the rear; said undivided half valued at the sum of three thousand five hundred dollars..... $3,500

2d. The one undivided half part or moiety of five certain lots of ground in the suburb Delord, in the said municipality No. 2, on the north side of Pocyfarré street, between Foucher & Annunciation streets, & designated by the numbers one, two, three, four, & five, on a sketch or plan drawn by Joseph Pitié, surveyor of the said municipality, on the 25th day of Jan'y 1841. Said lots adjoin each other, & have each the following dimensions, to wit: Lot number five measures twenty feet nine inches & four lines front on said Pocyfarré street, by one hundred & twenty-four feet eight inches & two lines in depth between equal and parallel lines. Lot number four measures twenty feet nine inches front on Pocyfarré st. by one hundred & twenty-four feet eight inches & two lines in depth between parallel lines $3,500 00

91 Lot number three measures twenty feet eight inches front on said Pocyfarré st. by one hundred and twenty-four feet eight inches & two lines in depth between parallel lines. Lots numbers two & one measure each twenty feet eight inches & six lines front on said Pocyfarré street by one hundred and twenty-four feet eight inches & two lines, all bounded in the rear by an alley eight feet wide, traversing from Annunciation to Foucher street, & common to said lots

Brought forward..... $3,500

to all the other lots bordering thereon, the said undivided half interest at sums of three thousand dollars..... 3,000

A certain lot of ground situated on the faubourg Livaudais, Parish of Jefferson, in this State, above the city of New Orleans, designated by the number thirty-six, on a plan drawn by Benj. Buisson, surveyor of the said parish of Jefferson, dated the fifth of March, eighteen hundred & thirty-two, deposited in the office of F. Grima, notary. Said square is comprised between First, Second, Jersey & Laurel streets, and measures three hundred & nineteen feet six inches front on said Second street, two hundred & fifty feet front on said Jersey street, three hundred & nineteen feet six inches front on said First street, & two hundred

92 & fifty feet front on said Laurel street, all English

measure, with all the rights thereto belonging, but not including the house, fences, & other improvements thereon, appraised at five thousand dollars 5,000

The undivided fourth of a tract of land situated on the west side of the Bayou Teche, in the parish of St's Mary, having about eight arpents front by the ordinary

Carried over $11,500

Brought forward $11,500

depth, bounded above & below by lands belonging to William T. Palfrey, Charles M. Conrad, & others, with all the improvements thereon, held in partnership with the said W'm T. Palfrey & the heirs of David Weeks, & acquired by purchase under public act by act passed before John Moore, then acting in his capacity of parish judge, from Alfred M. Stanley, on the 2nd Sept., 1837. The whole tract valued at three thousand dollars; the undivided fourth of the same is seven hundred said fifty dollars 750

The one undivided fourth part of a tract of land situated on the east side of the Bayou Teche, in said parish, having a front on said bayou of about thirty arpents, more or less, & running back with irregular lines so as to contain about eight hundred superficial arpents, bounded above by lands of Joshua Baker, below or south in part by the meandering course of said bayou, & in part by land of
93 P. O. Bethell, & on the east by land of John Smith, said land held in partnership with the said W'm T. Palfrey & the said heirs of David Weeks, deceased. The whole valued seven thousand and five

Carried over $12,250

Brought forward $12,250

hundred dollars; the fourth part of said sum is eighteen hundred & seventy-five dollars $1,875

Amounting to the sum of $14,125

It is further ordered that said landed property shall remain specially mortgaged in favor of the minor children of the deceased M'rs Charles M. Conrad to secure the full amount of this adjudication & interest thereon, according to law.

New Orleans, 15 May, 1845.

(Signed) J. BURMUDEZ,
Judge.

Oath of experts.—Filed 29 March, 1847.

STATE OF LOUISIANA:

Second district court of New Orleans.

SUCCESSION OF DEC'D WIFE OF C. M. CONRAD.

Before me, Pierre M. Berton, d'y clerk of the second district court of New Orleans, personally came and appeared William McCauley & H. W. Palfrey, who solemnly swear that they will well and faithfully perform all and singular the duties of appraisers to make the new appraisement of certain property offered by the tutor to be specially
94 mortgaged in favor of his minor children. So help them God.

(Signed) W'M McCAWLEY.
H. W. PALFREY.

Sworn to and subscribed before me, New Orleans, 29th day of March, 1847.

(Signed) P. M. BERTON,
D'y Clerk.

Petition of C. M. Conrad, praying that he be allowed to give a special mortgage in lieu of the general mortgage, and for family meeting to determine on sufficiency of property, &c.—Filed 26th March, 1847.

To the honorable the second district court of New Orleans:

Humbly shews the petition of Charles Magill Conrad, that on the 21st day of April, 1841, your petitioner was duly confirmed & qualified by the late court of probates, in & for the parish & city of New Orleans, as natural tutor of his two minor children, Charles Magill Angelo Conrad, & Laurence Lewis Conrad, & that there exists a general mortgage on all the real estate & slaves owned by him, to secure the rights & property of his said children & the faithful discharge of his functions as tutor aforesaid. Your petitioner further shews that on the 15th day of May, 1845, all the real estate belonging in common to your petitioner & his said children, resulting from the community of goods between your petitioner & their deceased mother, was, by a decree of said court of probates, adjudicated to your petitioner at its appraised value, to
95 wit, for the sum of $14,125, and a mortgage was retained to secure the payment of the price of the adjudication.

Your petitioner avers that he is desirous to annul both the general mortgage to secure his administration as tutor & the mortgage resulting from the adjudication aforesaid, and to give a special mortgage on a certain portion of his real estate in lieu thereof. Wherefore your petitioner prays this honorable court to order that a family meeting of the relations or friends of your petitioner's said children be convened, for the purpose of examining & determining whether the property offered to be specially mortgaged to your petitioner's said children be of sufficient value to secure all the property, rights, & interests of his said children, principal & interest, & all their claims & demands of whatsoever nature against your petitioner, & whether resulting from his tutorship or from the adjudication aforesaid. Your petitioner further prays that experts be appointed to appraise the property by him offered to be specially mortgaged.

Respectfully submitted by—

(Signed) C. M. CONRAD.

Order of court in the foregoing petition.

Let W'm McCauley & H. W. Palfrey be appointed & sworn as
96 appraisers to make the appraisement mentioned. Let the family meeting within prayed for be held & convened before H. B. Cenas, esq., not. pub., for the purpose of deliberating and giving their opinion & advice upon the subject-matter of the within petition, said family meeting to be composed of the following-named persons, or any five of them, viz: John Nicholson, James Nicholson, Augustus Cenas, Felix Grima, James P. Fréret, D'r Edward J. Coxe, Theodore Zacharie, & Henry R. Denis, all friends of the within-named minors, in default of relations residing in this parish or in a neighboring one, at a distance not exceeding thirty miles. Let F. B. Conrad, under-tutor of said minors, be notified to attend at said family meeting.

New Orleans, 27th March, 1847.

(Signed) E. A. CANNON,
Judge.

Proceedings of family meeting.—Filed 5th April, 1847.

STATE OF LOUISIANA,
City of New Orleans:

By virtue of and pursuant to an order of the honorable the second district court of New Orleans, bearing date the twenty-seventh day of March last, directing a family meeting in behalf of the minor children of Charles Magill Conrad, of this city, named Charles M. Angelo
97 Conrad and Laurence Lewis Conrad, issue of his marriage with Mary Eliza Angela Lewis, his deceased wife, to be convened and held before me, notary, in order to deliberate upon and determine whether it would be to the interest of the said minors to accede to the proposition made by the said father, to secure all the said property, rights, and interest of his said children, principal and interest, and all their claims and demands of what ever nature against him, whether resulting from his tutorship or from the adjudication to him of their said property, &c., by a special mortgage in their favor on certain immoveable property, &c., which order was rendered on the petition of their said father; certified copies of which petition and order of court are hereunto in the margin annexed for reference.

Be it known that at the hour of two o'clock p. m., on this third day of April, in the year of our Lord one thousand eight hundred and forty-seven, before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared in my notarial office, in the said city of New Orleans, and assembled themselves in family meeting, the following-named gentlemen, to wit: Henry R. Denis, John Nicholson, Edward J. Coxe, Felix Grima, Theodore Zacharie, Augustus
98 H. Cenas, James Nicholson, and James P. Fréret, all of lawful age, friends of the said minors, appointed by the said order of court to act in the premises in default of relations residing in this parish or within a circle of thirty miles thereof, all which appearers reside in this city and had received from me, said notary, three days' previous notice in writing to attend, which fact they do hereby respectfully acknowledge; who, after having been duly sworn by me, notary, to give their advice touching the interests of the said minors, upon which they are called to deliberate, according to the best of their knowledge, and after having had read to them by me, the said notary, an act entitled "An act in addition to the laws now in force relative to tutors and curators of minors," passed by the legislature of this State, and duly approved on the eleventh day of March, 1830, proceeded to take cognizance of & examine the following documents, to them submitted for that purpose, to wit:

First. The annexed petition and order of court, in which petition is set forth the prayer of the said Charles M. Conrad, to wit, that on the fifteenth day of May, 1845, all the real estate belonging in common to the said petitioner and his said children, resulting from the com-
99 munity of goods between him and their deceased mother, was, by a decree of the late court of probates, adjudicated to him at its appraised value, to wit, fourteen thousand one hundred and twenty-five dollars, and that a mortgage was retained to secure the payment of the price of adjudication; that he is desirous to annul both the general mortgage to secure his administration as tutor & the mortgage resulting from the adjudication aforesaid, and to give a special mortgage on a certain portion of his real estate in lieu thereof.

Second. The inventory of the property and effects belonging to the

said community taken by me, notary, on the twenty-second day of May, 1841, by which it appears that the individual estate of the said late mother of the said minors amounted to the sum of twenty-nine thousand six hundred and ninety-four dollars and sixty-eight cents, and that the appraised value of the community property was twenty-two thousand nine hundred and fifty dollars.

Third. A duly-certified copy of a decree rendered by the late court of probates in and for this city and parish, on the fifteenth day of May, eighteen hundred & forty-five, by which all the real estate belonging to the community aforesaid was adjudicated to the said Charles M. Conrad at its appraised value, to wit, the sum of fourteen thousand one
100 hundred and twenty-five dollars, one half of which sum is due by him to his said minor children, which, added to the appraised value of the individual estate received by him, makes the amount of his indebtedness to his said children thirty-six thousand seven hundred & fifty-seven dollars and eighteen cents.

Fourth. The appraisement or valuation made under oath on the thirty-first day of March last, by Mess. William McCauley and Henry W. Palfrey, duly appointed and sworn to appraise the property offered to be specially mortgaged in favor of the said minors, as explained in the petition aforesaid, which property is of the description following, to wit:

1st. A certain lot of ground, together with the four-story brick store thereon, situate in municipality No. two of this city, in the square bounded by Camp, Gravier, S't Charles, & Poydras streets, and designated by the No. forty-seven on a plan of the same and other lots, drawn by W. Horton Thompson, surveyor, on the 7th day of May, 1842, and deposited in this office for reference. Said lot measures twenty-three feet front on Camp street, by ninety feet in depth between parallel lines, English measure; being the same property which the said Conrad acquired by purchase from the assignee of John Richardson, by
101 an act passed before me, notary, on the twenty-eighth day of June, 1842.

2d. A certain lot of ground, together with the three-story dwelling-house thereon, situate on the western side of Carondelet street, between Hevia and Poydras streets, in the said municipality No. two, and designated by the No. three on a plan drawn by Charles F. Zimpel, surveyor, on the tenth day of December, 1833, and deposited in the office of Jules Mossy, a notary public in this city; said lot measuring, in English measure, twenty-three feet eight and a half inches front on Carondelet street, twenty-three feet nine inches in width in the rear, by a depth of one hundred and forty-seven feet eleven inches, more or less, on the boundary line of lot No. two, and one hundred and forty-nine feet ten and a half inches, more or less, on the line dividing it from lot No. four; being the same property which the said Conrad acquired by purchase from the succession of Samuel Livermore, by an act passed before the said Jules Mossy, notary, on the twenty-eighth day of February, 1834.

3d. A certain lot of ground, situate in the faubourg Saint Mary, designated by the No. thirteen, on a plan drawn by Joseph Pilie, surveyor, on the 24th day of December, 1828, and deposited in the office of John N. Duncan, late a notary public in this city; said lot meas-
102 uring twenty-one feet front on the north street of the market, between Tchoupitoulas street & New Levee, by fifty-eight feet one inch in depth between parallel lines, together with the two-story brick store thereon; which lot of ground was acquired by the said Conrad by

purchase from Greenburg Ridgley Stringer, by an act passed before William Christy, a notary public in this city, on the 15th day of November, 1834.

4th. Two certain lots of ground, together with the one two-story frame dwelling-house thereon, situate in the suburb Saint Mary, designated by the No.s seven and eight, on a plan drawn by C. F. Zimpel, surveyor, on the 8th day of April, 1835, and annexed to an act passed before the said William Christy, notary, in the same month and year. Said lots adjoin each other. Lot No. seven measures twenty-four feet front on Camp street, between Saint Joseph and Delord streets, by one hundred and sixteen feet ten inches and five lines in depth between parallel lines. Lot No. eight has a like front on Camp street, by one hundred and twenty-seven feet ten inches and five lines in depth between parallel lines, English measure; being the same two lots of ground which the said Conrad acquired by purchase from Horace C. Cammack, by an act passed before Adolphe Mazureau, a notary public in this city, on the fifth day of June, 1837.

103 5th. A certain lot ground situate in the suburb Annunciation, in the municipality No. two of this city, in the square designated by the No. fifty-six, and measuring sixty feet front on Coliseum or Camp street, by two hundred and ten feet, more or less, in depth, French measure, together with the dwelling-house thereon; being the same property which the said Conrad acquired by purchase from Marie Therese Mallet, f. w. c., by an act passed before said A. Mazureau, notary, on the twenty-first day of April, 1841.

6th. The one undivided half part or moiety of a certain lot of ground and the two-story warehouse thereon, situate in the suburb Saint Mary, in the square comprised within Julia, Tchoupitoulas, Notre Dame, and Magazine streets, having, in French measure, sixty-five feet front on Julia street, by one hundred and fifty-one feet in depth on the side towards Magazine street on the line separating it from property of Jean Bozant, and one hundred and fifty-three feet nine inches in depth on the line towards Tchoupitoulas street, separating it from property now or lately belonging to Peters & Millard, by thirty-five feet seven inches in width in the rear; being same property which the said Conrad acquired by purchase from William McCawley by an act passed before me, notary, on the twentieth day of April, 1838.

104 7th. And nine certain lots of ground, situate in the faubourg Livaudais, in the parish of Jefferson, in this State, and designated by the No.s one, two, three, four, five, eleven, twelve, seventeen, and eighteen, in square No. ninety-two, on a plan drawn by Benjamin Buisson, surveyor, on the 5th day of March, 1832, and deposited in the office of G. R. Stringer, notary. Lots No.s one, two, three, four, and five adjoin each and measure each fifty feet front on Prytanee street, between First and Second streets, by a depth of one hundred and twenty-five feet. Lots No.s eleven and twelve adjoin each other, and measure each forty-four feet six inches front on First street, by a depth of one hundred and twenty-five feet; and lots No.s seventeen and eighteen adjoin each other, and measure each forty-four feet six inches front on Second street, by a depth of one hundred and twenty-five feet, (all American measure;) being the same property which the said Conrad acquired by purchase from Mathew Morgan, Levi Pence, Samuel I. Peters, and W'm H. Chase, by an act passed before the said G. R. Stringer, notary, on the fifth day of April, 1832, and from which appraisement it appears that they, the said appraisers, have appraised and valued all the said property at the aggregate sum of sixty-one thousand five hundred dollars.

105 Fifth. Certificates of the recorders of mortgages for this parish and the said parish of Jefferson respectively, dated this day, showing that the above-described property proposed to be mortgaged as aforesaid is free from any and all lien or incumbrance whatsoever.

And whereas the privilege prayed for by the said petitioner is one which the law grants under similar circumstances to surviving parents, and which the said appraisers can see no sufficient cause or reason in withholding in the present instance.

And whereas they, the said appraisers, have carefully inspected and examined all the above-mentioned documents submitted to them as aforesaid, particularly the appraisement of the property proposed to be mortgaged in favor of the said minors, according to which the said property is in the opinion of this meeting of ample and sufficient value to secure all the rights and claims of every kind and nature whatsoever which the said minors have or may have against their said father, whether resulting from the decree of the late court of probates above referred to, liquidating the said rights so far as the said community was concerned, or otherwise; and also to insure the faithful administration of him, the said Charles M. Conrad, as natural tutor aforesaid; inasmuch as from
106 the above-mentioned valuation or appraisement, it appears that the value of all the said property exceeds the total amount of the liquidated and other rights of the said minors by considerably more than twenty-five per centum.

Now, therefore, considering all the above, and after having maturely deliberated and consulted together upon the subject-matter of the said petition, they, the said appraisers, declare their unanimous opinion and advice in the premises to be as follows, to wit:

That it will be to the interest and advantage of the said minors that the proposition of their said father and natural tutor, to specially mortgage certain immovable property hereinbefore described to secure their said rights, &c., should be accepted; and that accordingly he, the said father, be duly authorized to execute the said special mortgage according to law. All which is hereby respectfully recommended.

In faith whereof, they, the said appearers, do hereby respectively subscribe their names, together with August Commandeau and Michael Aime, jun'r, witnesses of lawful age, domiciliated in this city, and me, notary, on the day and year above written.

Original signed Edw. James Caxe, John Nicholson, F. Grima, James Nicholson, A. Commandeau, Henry R. Denis, Theo. Zacharie, A. H. Cenas, Jas. P. Freret, M'l Aime, j'r, H. B. Cenas, not. pub.

107 And as all the foregoing proceedings and deliberations took place & were conducted in the presence of Francis Buckner Conrad, of this city, the under-tutor of the said minors, (he having also received three days' previous notice in writing from me, notary, to be present at the said meeting,) he, the said under-tutor, hereby declared that he is satisfied therewith and fully approves all the same in every respect and particular, he having also, in common with the members of the family meeting, carefully inspected and examined all the documents in the said proceedings mentioned and referred to.

In faith whereof he hereunto subscribes his name in the presence of, and together with, the said witnesses and me, the said notary.

(Signed) F. B. CONRAD.
A. COMMANDEAU.
M'L AIME, J'R.
H. B. CENAS,
Not. Pub.

I certify the foregoing to be a true copy of the original on file and of record in my office.

In faith whereof I grant these presents, under my signature and seal of office, at New Orleans, this fifth day of April, A. D. 1847.

[L. S.] (Signed)

H. B. CENAS,
Not. Pub.

Petition for homologation of proceedings of family meeting convened to determine on sufficiency of property offered to be specially mortgaged.—Filed 5th April, 1847.

108 To the honorable the second district court of New Orleans:

Humbly shows the petition of Charles M. Conrad that, in obedience to an order rendered by this honorable court, on the 27th day of the month of March last, a family meeting of the friends of your petitioner's minor children was duly convened & held on the 3d day of the present month before H. B. Cenas, a notary public of this city, for the purpose of deliberating and determining on the sufficiency of property proposed to be specially mortgaged by your petitioner to his said children, both to secure the payment of the sum at which the real estate belonging to the community between your petitioner & his deceased wife, mother of the said children, was adjudicated to your petitioner, and to secure his faithful administration as natural tutor of his said children.

That said family, after deliberation, did resolve & determine that the property offered to be specially mortgaged by your petitioner was amply sufficient for the above purposes. Your petitioner hereto annexes a duly-certified copy of the proces-verbal of the proceedings of said family meeting, & prays that after an examination thereof & of the report & appraisement of said property & of the certificates of the recorders of mortgages thereunto annexed, said proceedings be duly 109 approved & homologated, & your petitioner be authorized to execute said special mortgage, & thereupon that the general mortgage in favor of his said minor children against your petitioner be annulled & ordered to be cancelled.

And your petitioner, &c., &c.

(Signed)

C. M. CONRAD.

Order of court on foregoing petition.

Let the accompanying deliberations of family meeting be approved & homologated, & according thereto let petitioner be authorized to execute the special mortgage recommended by said family meeting.

New Orleans, 6 April, 1847.

(Signed)

E. A. CANNON, *Judge.*

Mortgage by Charles M. Conrad in favor of his minor children.—Filed 12th April, 1847.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that this day, before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared Charles Magill Conrad, of this city, who declared that, agreeably to the deliberations of a family meeting held before me, the said notary,

on the third day of April instant, in behalf of his minor children, named Charles M. Angelo M. Conrad and Laurance Lewis Conrad, issue of his marriage with Mary Eliza Angela Lewis, his deceased wife, which deliberations have been duly homologated by the honorable the second district court of New Orleans, and by virtue of and pursuant to a decree of the said court, bearing date the sixth day of April instant, rendered upon the petition of him, the said appearer, in his capacity of natural tutor of his said minor children, certified copies of which petition and order of court are hereunto in the margin annexed for reference, he, the said appearer, has been authorized to give a special mortgage on the property hereinafter described, to secure

1st. The re-imbursement of the portion accruing to the said minors out of price at which the real estate belonging to the community between the said appearer and his deceased wife was adjudicated to him, amounting to the sum of seven thousand and sixty dollars and fifty cents.

2nd, To secure the faithful discharge by said appearer of his duties and functions of natural tutor of his said minor children.

Now, therefore, in consideration of the premises, and in order to secure the said sum of seven thousand sixty-two dollars and fifty cents, the rights of the said minors in the succession of their deceased mother, as well as the faithful discharge of his duties as natural tutor as aforesaid, he, the said Charles M. Conrad, moreover declares that he does by these presents mortgage, affect, and specially hypothecate in favor of the honorable E. A. Cannon, in his capacity of judge of the aforesaid second district court of New Orleans, the following-described property, to wit:

First. A certain lot of ground, together with the four-story brick store thereon, situate in the municipality No. two of this city, in the square bounded by Camp, Gravier, Saint Charles, and Poydras streets, and designated by the number forty-seven on a plan of the same, and other lots drawn by W. Thornton Thompson, surveyor, on the seventh day of May, 1842, and deposited in this office for reference. Said lot measures twenty-three feet front on Camp street by ninety feet in depth between parallel lines, English measure; being the same property which the said Conrad acquired by purchase from the assignor of John Richardson, by an act passed before me, notary, on the twenty-eighth day of June, 1842.

Second. A certain lot of ground, together with the three-story brick dwelling-house thereon, situate on the western side of Carondelet street, between Hevia and Poydras streets, in the said municipality No. two, and designated by the No. "three" on a plan drawn by Cha's F. Zimpel, surveyor, on the tenth day of December, 1833, and deposited in the office of Jules Mossy, a notary public in this city; said lot measuring, in English measure, twenty-three feet eight inches and a half front on Carondelet street, twenty-three feet nine inches in width in the rear, by one hundred and fifty-seven feet eleven inches, more or less, on the boundary-line of lot No. "two," and one hundred and forty-nine feet ten and a half inches, more or less, in the line dividing it from lot No. "four," being the same property which the said Conrad acquired by purchase from the succession of Samuel Livermore, by an act passed before the said Jules Mossy on the 28th day of February, 1834.

Third. A certain lot of ground situate on the fauxbourg Saint Mary-designated by the No. thirteen on a plan drawn by Joseph Pilie, surveyor, on the twenty-fourth day of December, 1828, and deposited in the office of John W. Duncan, late a notary public in this city, said lot measuring twenty-one feet front on the street north of the market, be-

tween Tchoupitoulas and New Levee streets, by fifty-eight feet one inch in depth between parallel lines, together with the two-story brick store thereon, which lot of ground was acquired by the said Conrad,
113 by purchase from Greenburg R. Stringer, by an act passed before William Christy, a notary public in this city, on the fifteenth day of November, 1834.

Fourth. Two certain lots of ground, together with the one two-story frame dwelling-house thereon, situate in the suburb Saint Mary, designated by the Nos. "seven" and "eight" on a plan drawn by C. F. Zimpel, surveyor, on the eighth day of April, 1835, and annexed to an act passed before the said William Christy, notary, in the same month and year. Said lots adjoin each other. Lot No. "seven" measures twenty-four feet front on Camp street, between St Joseph and Delord streets, by one hundred and sixteen feet ten inches and five lines in depth, between parallel lines. Lot No. "eight" has a like front on Camp street, by one hundred and twenty-seven feet ten inches and five lines in depth, between parallel lines, English measure; being the same two lots of ground which the said Conrad acquired by purchase from Horace C. Cammack by an act passed before Adolphe Mazureau, a notary public in this city, on the fifth day of June, 1837.

Fifth. A certain lot of ground situate in the suburb Annunciation, in the municipality number two of this city, in the square designated by the No. fifty-six, and measuring sixty feet front on Coliseum or Camp street, by two hundred and ten feet, more or less, in depth, French
114 measure, together with the dwelling-house thereon; being the same property which the said Conrad acquired by purchase from Marie Thereze Mallet, f. w. c., by an act passed before the said A. Mazureau, notary, on the twenty-first day of April, 1841.

Sixth. The one undivided half part or moiety of a certain lot of ground, and the two-story brick warehouse thereon, situate in the suburb Saint Mary, in the square comprised within Julia, Tchoupitoulas, Notre Dame, and Magazine streets, having, in French measure, sixty-five feet front on Julia street by one hundred and fifty-one feet in depth on the side towards Magazine street, on the line separating it from property of John Bozant, and one hundred and fifty-three feet nine inches in depth on the side towards Tchoupitoulas street, separating it from property now or lately belonging to Peters & Millard, by thirty-five feet seven inches in width in the rear; being the same property which the said Conrad acquired by purchase from William McCauley by an act passed before me, notary, on the twentieth day of April, 1838.

Seventh. And nine certain lots of ground, situate in the faubourg Livaudais, parish of Jefferson, in this State, and designated by the numbers "one," "two," "three," "four," "five," "eleven," "twelve," "seventeen," and "eighteen," in square No. "ninety-two," on a plan drawn by Benjamin Buisson, surveyor, on the fifth day of March, 1832, and
115 deposited in the office of G. R. Stringer, notary. Lots Nos. one, two, three, four, and five adjoin each other, and measure each fifty feet on Prytance street, between First and Second streets, by a depth of one hundred and twenty-five feet. Lots Nos. eleven and twelve adjoin each other, and measure each forty-four feet six inches front on Second street, by a depth of one hundred and twenty-five feet, (all American measure,) which said lots of ground were acquired by the said Conrad by purchase from M. Morgan, L. Pierce, Sam'l J. Peters, and W'm H. Chase, by an act passed before the said G. R. Stringer, late notary, on the fifth day of April, 1832.

And the said Charles M. Conrad doth, moreover, by these presents,

bind and obligate himself not to sell, alienate, nor encumber the above described property, nor any part thereof, to the prejudice of this mort gage.

By reference to the annexed certificate of the recorders of mortgages in and for this city and parish and of the said parish of Jefferson, dated this day, it will appear that the said described property is free from any *and* lien or encumbrance whatsoever in the name of the said Charles M. Conrad.

And now, personally appeared and intervened in these presents Francis Buckner Conrad, of this city, herein acting in his capacity of under-tutor of the aforesaid minors, who, after having taken due cog-
nizance of what is above written, declared that he does by these
116 presents accept, in the name and on behalf of the said minors, the special mortgage hereinabove granted by the said Charles M. Conrad in their favor, together with all the rights, benefits, and privileges unto them accruing from the same.

Thus done and passed, in my office at the said city of New Orleans, in the presence of Auguste Commandeau and Michel Aime, j'r, witnesses of lawful age and domiciliated in this city, who hereunto subscribe their names, together with the said appearers and me, notary, on this eighth day of April, in the year of our Lord one thousand eight hundred and forty-seven.

Original signed, C. M. Conrad, F. B. Conrad, A. Commandeau, M'l Aime, j'r, H. B. Cenas, not. pub.

I certify the foregoing to be a true copy of the original act on file and of record in my office.

In faith whereof I grant these presents under my signature and the impress of my seal of office, at New Orleans, on this ninth day of April, 1847.

[L. S.] (Signed) H. B. CENAS,
Not. Pub.

OFFICE OF MORTGAGES.

The undersigned, recorder of mortgages for the parish of Jefferson, State of Louisiana, certifies that the foregoing act of special mort-
117 gage was recorded this day in his office, in B. 12, F. 134; that since the date of the certificate mentioned in said act of mortgage no other mortgage than the one granted by the same act was recorded in the name of Charles Magill Conrad on the property therein described, and that at the date of this day the said special mortgage is the only one recorded in the name of said Charles M. Conrad on said property.

Parish of Jefferson, April ninth, 1847.

[L. S.] (Signed) T. BOULIGNY,
V'e Rec'r.

The undersigned, recorder of mortgages for this city and parish, certifies that the foregoing act of mortgage has been this day recorded in his office, in book 51, folio 299, and that since the date of the certificate mentioned in said act of mortgage no other mortgage than the one granted by the same act has been recorded in the name of Charles M. Conrad on the property therein described or mortgaged.

New Orleans, the tenth April, 1847.

[L. S.] (Signed) EDMUND V. WILTZ,
D'y R'r.

Petition of C. M. Conrad, praying that special mortgage be approved and received, and that all mortgages heretofore existing against him in favor of his children be annulled & cancelled.—Filed 12th April, 1847.

118 To the honorable the 2nd district court of New Orleans:

Humbly shows the petition of Charles M. Conrad that, in pursuance of the order rendered by this honorable court on the [illegible] day of this present month, your petitioner has executed a special mortgage in favor of his minor children on property which a family meeting have declared sufficient to secure all claims or demands which they, the said children, may have against him. He hereunto annexes a certified copy of said act of mortgage, as also certificates of the recorders of mortgages of the parishes of New Orleans and Jefferson, in one or the other of which parishes all said property mortgaged is situated, showing that the same has been duly recorded in each of said parishes. He is also prepared to exhibit his titles to said property, should it be deemed necessary by the court.

Wherefore, your petitioner prays that said act of special mortgage be approved & received by this honorable court, & that an order be rendered to the effect that all heretofore existing mortgages against your petitioner in favor of his said minor children, whether growing out of the adjudication of property of the community between your petitioner & his late wife or to secure his administration as tutor of his
119 said children be annulled, and be erased from the records.

And your petitioner, as in duty, &c.

(Signed) C. M. CONRAD.

Order of court on the foregoing petition.

Let the accompanying act of special mortgage be approved and homologated, & according thereto let all mortgage' heretofore existing against the petitioner in favor of his minor children be cancelled and annulled.

N. Orleans, 12th April, 1847.

(Signed) C. A. CANNON, *Judge.*

Petition of C. M. Conrad for order for a family meeting to authorise a change of mortgage in favor of minors.—Filed 16th May, 1855.

To the honorable the second district court of New Orleans:

Humbly showeth Charles M. Conrad, residing in said city, that in the year 1847 your petitioner, being desirous to substitute a special mortgage in lieu of the general one, then existing on his property,
120 to secure his administration as the tutor of his said minor children, Charles Angelo Conrad & Lawrence Lewis Conrad, & also to secure the payment to them of the price at which their interest in the property of the community which had existed between your petitioner & his deceased wife, the mother of his said children, had been adjudicated to your petitioner, applied for and obtained from this honorable court an order rendered upon the recommendation of a family meeting authorizing said special mortgage & directing that all mortgages theretofore existing against your petitioner in favor of his said minor children be cancelled and annulled.

All of which will appear by the record of this honorable court & by the special mortgage above referred to, executed before H. B. Cenas, notary public, on the 8th day of April, 1847, a copy of which is on file

in this hon. court. Your petitioner further shows that he wishes to sell a portion of the property embraced in said special mortgage, to wit: The nine lots of ground situated in square No. 92, faubourg Livandais, and fronting respectively on Prytance, 1st, and 2nd streets, and particularly described in said act, being the seventh of the pieces of property therein set forth. Your petitioner avers that he cannot sell said lots of ground unless said encumbrance is removed, & that it is greatly to his advantage & to that of his children, as his heirs,
121 that said sale should be made. Your petitioner therefore desires to substitute other property of at least equal value in lieu of said nine lots of ground. He, therefore, proposes to mortgage, for the benefit & security of his said children, in lieu of said lots, the following-described property, viz:

1st. The remaining undivided half of a lot of ground situated on the square comprised between Julia, Tchoupitoulas, Notre Dame, & Magazine streets, having 65 feet front on Julia street by 151, more or less, in depth, with two two-story brick warehouses thereon, being the same property whereof one undivided half was included in said special mortgage of 8th of April, 1847, being the one sixthly enumerated in said act. The undivided half now proposed to be mortgaged having been acquired by your petitioner since the date of the above act.

2. Two lots of ground situated in the late city of Lafayette, now the 4th district of New Orleans, in the square bounded by Tchoupitoulas, Adile, Rousseau, & Josephine streets, having, together, about 60 feet front on Tchoupitoulas st., by about 100 feet, more or less, in depth & front on Josephine st., together with the three two-story brick stores & dwelling-houses thereon, purchased from the estate of B. Coffee, dec'd; and of said above-described two pieces of property are not deemed of sufficient value to replace said nine lots of ground & the improve-
123 ments thereon, you' petitioner is prepared to add other property thereto.

Wherefore your petitioner prays that a family meeting of his said minof children be convoked, in order to deliberate on his prayer & to authorize & recommend, in case they should deem proper so to do, the change or substitution now proposed by him, & that such other & further proceedings be had in the premises the nature of the case may require.

And your petitioner, as in duty bound, &'.

(Signed) C. M. CONRAD.

Order of court on foregoing petition.

Let the family meeting within prayed for be convened & held before W'm Christy, esq., not. pub., for the purpose of deliberating and giving their opinion and advice upon the subject-matter of the within petition, said family meeting to be composed of the following-named persons, or any five of them, to wit, Charles C. Palfrey, 1st cousin; Douglas West, connection; Henry W. Palfrey, D'r A. H. Cenas, George W. Christy, & Charles Briggs, friends, in default of other relations residing within the circle prescribed by law, and let H. B. Cenas, the under-tutor, be notified to attend at said family meeting.

New Orleans, 16th May, 1855.

(Signed) J. N. LEA, *Judge.*

123 *Order appointing experts.*

Let Manuel J. Garcia & P. N. Wood be appointed & sworn as experts

to value the property to be specially mortgaged, & to report thereon according to law.

New Orleans, 24th May, 1855.

(Signed) J. N. LEA, *Judge.*

Petition of C. M. Conrad, tutor.—Filed 16th May, 1855.

To the honorable the second district court of New Orleans:

Humbly showeth the petition of Charles M. Conrad, residing in said city, & natural tutor of his minor children, Charles Angelo Conrad & Laurence Lewis Conrad, that the late Francis B. Conrad was the under-tutor of his said minor children, & that in consequence of his death the said children are without any under-tutor.

Wherefore your petitioner prays that an under-tutor be appointed to said minors.

And your petitioner, as in duty, &c.

(Signed) C. M. CONRAD.

Order of court.

Let H. B. Cenas be appointed & sworn as the under-tutor of the minor children within named.

New Orleans, 16th May, 1855.

(Signed) J. N. LEA, *Judge.*

124 *Oath of under-tutor.—Filed 17th May, 1855.*

STATE OF LOUISIANA:

Second district court of New Orleans.

IN THE MATTER OF THE MINOR CHILDREN OF Charles M. Conrad.

Before me, Octave Morel, d'y clerk of the second district court of New Orleans, personally came and appeared H. B. Cenas, who solemnly swears that he will well and faithfully perform all and singular the duties of under-tutor of Charles Angelo Conrad and Laurence Lewis Conrad: so help him God.

(Signed) MANUEL J. GARCIA.
P. N. WOOD.

Sworn to and subscribed before me, New Orleans, this 24th day of May, 1855.

(Signed) OCTAVE MOREL,
D'y Clerk.

Report of experts, &c.—Filed 30 May, 1855.

We, the undersigned, appointed by the hon. the second district court appraisers to estimate the value of certain property which C. M. Conrad proposes to mortgage specially to his children, being well acquainted with said property, hereby appraise the same as follows, viz:

Three lots of ground situated in the fourth district of this city, in the square bounded by Tchoupitoulas, Josephine, Rousseau, and Adlie
125 streets, whereof one is at the corner of Tchoupitoulas and Jose-

phine streets, purchased by said Conrad from the heirs of B. Coffee, together with the three-story brick stores & dwelling-houses erected thereon by said Conrad, at sixteen thousand dollars. The one undivided half two two-story brick warehouses on Julia street, between Tchoupitoulas & Magazine streets, purchased by said Conrad from W'm McCawley and F. B. Conrad, at six thousand dollars.

New Orleans, May 24th, 1855.

(Signed) MANUEL J. GARCIA.
(Signed) P. N. WOOD.

Proceedings of family meeting.—Filed 30 May, 1855.

STATE OF LOUISIANA,
City of New Orleans:

By virtue of and pursuant to an order of the honorable the second district court of New Orleans, bearing date the sixteenth day of May instant, directing a family meeting in behalf of Charles Angelo Conrad and Laurence Lewis Conrad, minor children of Charles Magill Conrad, of this city, issue of his marriage with his decased wife, Mary Eliza Angela Lewis, to be convened and held before me, the undersigned notary, in order to deliberate upon the propriety of permitting the said Charles M. Conrad to substitute certain property in place of a portion of
126 the property mortgaged by him to secure the rights of his said minor children, and which he is desirous of selling, &c., which order was rendered on the petition of him, said Conrad, certified copies of which petition and order of court are hereunto in the margin annexed for reference.

Be it known, that on this twenty-fourth day of May, A. D. eighteen hundred and fifty-five, before me, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared in my notarial office, at the hour of two o'clock p. m., and assembled themselves in family-meeting, having each duly received three days' previous notice in writing from me, said notary, so to assemble, the following-named gentlemen, to wit: Douglas West, Charles C. Palfrey, Henry W. Palfrey, D'r Augustus H. Cenas, George W. Christy, and Charles Briggs, the first-named being a connection, the second a first cousin of said minors, and the other friends of the said minors, appointed by the said order of court to act in the premises in default of other relatives residing in this parish or within a circle of thirty miles thereof. All said appearers being of lawful age and domiciliated in this city, who, after having been duly sworn by me, the said notary, to give their
127 advice touching the interest of the said minors upon which they are called to deliberate according to the best of their knowledge, and after having read to them, by me, the said notary, an act entitled "An act in addition to the laws now in force relative to tutors and curators of minors," passed by the legislature of this State, and duly approved on the eleventh day of March, 1830, proceeded to take cognizance of and examine the following documents, to them submitted for that purpose, to wit:

First. The said annexed petition and order of court, in which petition is set forth the prayer of the said Conrad, showing that he is desirous of selling the following-described property, being a portion of the property specially mortgaged by him to secure the rights of his said minor children, to wit:

Nine certain lots of ground situate in the fourth district of this city,

(formerly the city of Lafayette, parish of Jefferson,) designated by the numbers one, two, three, four, five, eleven, twelve, seventeen, and eighteen, in square No. ninety-two, on a plan drawn by Benjamin Buisson, surveyor, on the 5th day of March, 1833, and deposited in the office of G. R. Stringer, late a notary public in this city. Lots Nos. one, two, three, four, and five adjoin each other, and measure each fifty feet front
128 on Prytance street, between First and Second streets, by a depth of one hundred and twenty-five feet. Lots numbers eleven and twelve adjoin each other, and measure each forty-four feet six inches front on First street, by a depth of one hundred and twenty-five feet; and lots No. seventeen and eighteen adjoin each other, and measure each forty-four feet six inches front on Second street, by a depth of one hundred and twenty-five feet, (all American measure;) and in place thereof to substitute the following-described property, to wit:

1st. The one undivided half part or moiety of a certain lot of ground, with the buildings and improvements thereon, situate in the first district of the city, in the square bounded by Julia, Tchoupitoulas, Notre Dame, and Magazine streets, and measuring sixty-five feet front on Julia street, by one hundred and fifty-one feet in depth on the side towards Magazine street, one hundred and fifty-three feet nine inches in depth on the other side, and thirty-five feet seven inches in width on the rear line, the other undivided half of said lot having been mortgaged, with other property, in favor of said minors as aforesaid, and the present undivided half having been acquired by him, the said Conrad, since the date of said mortgage.

And, 2d, two certain lots of ground, with the buildings and improvements thereon, situate in the fourth district of this city, formerly
129 city of Lafayette, parish of Jefferson, in the square bounded by Tchoupitoulas, Josephine, Rousseau, and Adile streets, designated by the numbers "one" and "two." Lot No. one measures thirty feet two inches and seven lines front on Tchoupitoulas street, one hundred and four feet eight inches and six lines on the division-line of lot No. two, one hundred and eight feet seven inches on the other side-line, and thirty feet in width in the rear. Lot No. two from the corner of Tchoupitoulas and Josephine streets, and measures thirty feet two inches and seven lines front on Tchoupitoulas street, by one hundred feet ten inches and five lines in depth and front on Josephine street, and one hundred and four feet eight inches and six lines on the dividing-line of lot No. one, and thirty feet in width in the rear.

Second. Certified copies of the acts by which the said Charles M. Conrad acquired the property above described.

Third. A certified copy of the act of mortgage at present existing in favor of the said minors passed before Hilary B. Cenas, a notary public in this city, on the eighth day of April, 1847, from which it appears that the rights of the said minors, as resulting to them from the succession of their said deceased mother, amount to the sum of seven thousand and sixty-two dollars and fifty cents.

130 Fourth. Certificates of the recorders of mortgages in and for this parish, and the said parish of Jefferson, dated this day, shewing that the property above described now proposed to be substituted for other is free from all encumbrance.

Fifth. And the appraisement or valuation made under oath by Mess'rs Manuel I. Garcia & Phœnix N. Wood, the two gentlemen appointed by the said court as experts to appraise the aforesaid property proposed to be substituted, from which it appears that they, the said experts,

have valued the said property as follows, to wit: The one undivided half of the said lot of ground situate in the said first district at the sum of six thousand dollars; and the two lots of ground situate in the said fourth district at the sum of sixteen thousand dollars.

And the said appraisers having carefully inspected and examined all the said documents, and after having maturely deliberated and consulted together on the subject-matter of the said petition, declared their unanimous advice and opinion in the premises to be as follows, to wit: That the above-described property now offered to be substituted in lieu of certain other property already mortgaged, to secure the rights of the said minors, is of ample and of sufficient value; and believing that the rights of the said minors will in no manner be prejudiced by the
131 said substitution, they see no just cause why the prayer of the said Conrad should not be granted.

Wherefore they, the said appraisers, do hereby respectfully recommend and advise that the prayer of the said petitioner be granted, and that he be authorized to make said change, and to grant a special mortgage on the property proposed to be substituted, and that the mortgage now existing in favor of his said minor children be cancelled and annulled, so far as the same bears upon and affects the property he is desirous of selling, as above described.

And Hilary B. Cenas, the under-tutor of the said minors, being present at and during the deliberations of the said family meeting, declared that he is fully satisfied therewith, and that he concurs in the result thereof, and approves of the same in every respect and particular; and furthermore, that he has carefully examined the titles to the property proposed to be substituted, and is fully satisfied therewith, as well as with the appraisement of the said experts.

In testimony whereof the said parties hereunto subscribe their names, together with Auguste Commandeur and Henry L. Swiler, witnesses of lawful age, and me, notary, on the day and date above written.

(Original signed:) A. H. Cenas, Geo. W. Christy, H. W. Palfrey, Cha's C. Palfrey, Ch's Briggs, Douglas West, H. B. Cenas, under-tutor,
132 A. Commandeur, Henry L. Swiler, W'm Christy, not. pub.

I certify the foregoing to be a true copy of the original on file and of record in my office.

In faith whereof I grant these presents under my signature and seal of office on this 30th May, 1855.

[L. S.] (Signed) W'M CHRISTY,
Not. Pub.

Petition for homologation of proceedings of family meeting.—Filed 30th May, 1855.

To the honorable the second district court of New Orleans:

Humbly shows the petition of Charles M. Conrad, residing in said city, that agreeably to the order rendered by this honorable court on the 16th of the present month, a family meeting of relations & friends of your petitioner's minor children was duly held before William Christy, a notary public of this city, on the 24th day of this month, to deliberate on the prayer of your petitioner to be permitted to substitute other property in lieu of a portion of that which had been previously specially mortgaged by your petitioner to secure the rights & interest of said minors; that said family meeting did recommend that your petitioner be allowed to make said change or substitution.

133 Your petitioner hereto annexes a duly-certified copy of the proceedings & deliberations of said family meeting, and also the appraisement made by the appraisers appointed by this honorable court to estimate the property which your petitioner proposes to substitute for that which he wishes to release from the mortgage in favor and for the benefit of his said children.

He also deposits herewith, for the inspection and examination of this hon. court, his titles to the property which he proposes to mortgage.

Wherefore your petitioner prays that after due examination of said proceedings, & of the exhibits therewith filed and produced, the same be homologated & appraised by the court, & your petitioner be duly authorized to execute the special mortgage recommended by the family meeting, & for such other relief in the premises as the case may require.

And your petitioner, as in duty, &c.

(Signed) C. M. CONRAD.

Order of court on the foregoing petition.

Let the accompanying deliberations of family meeting be approved & homologated, and let the act of special mortgage within prayed for and referred to in the proceedings of the family meeting be executed before W'm Christy, esq., not. pub.

New Orleans, 30th May, 1855.

(Signed) J. N. LEA, *Judge.*

134 *Mortgage by Ch's M. Conrad in favor of his minor children.—Filed 2d June*, 1855.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that this day, before me, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared Charles Magill Conrad, of this city, who declared that agreeably to the deliberations of a family meeting held before me, the said notary, on the twenty-fourth day of May instant, in behalf of his minor children, named Charles Magill Angelo Conrad and Lawrence Lewis Conrad, issue of his marriage with deceased wife, Mary Eliza Angela Lewis, which deliberations have been duly homologated by the honorable the second district court of New Orleans, and by virtue of and pursuant to a decree of the said court, bearing date the thirteenth day of May instant, rendered upon the petition of him, the said appearer, in his capacity of natural tutor of his said minor children, certified copies of which petition and order of court are hereunto in the margin annexed for reference, he, the said appearer, has been authorized, in his said capacity of tutor, to give a special
135 mortgage on the property hereinafter described, in the lieu and stead of certain other property already mortgaged, to secure the portion accruing to the said minors in the succession of their said deceased mother, as well as his faithful administration in his said capacity of natural tutor, by an act passed before Hilary B. Cenas, a notary public in this city, on the eighth day of April, 1847, which said rights amount to the sum of seven thousand and sixty-two dollars and fifty cents.

Now, therefore, in consideration of the premises, and in order to secure the rights of the said minors in the succession of their said mother, as

well as his faithful administration in his said capacity of natural tutor, he, the said Charles Magill Conrad, moreover declared that he does, by these presents, mortgage, affect, and specially hypothecate in favor of the Hon. J. N. Lea, in his capacity of judge of the said second district court of New Orleans, the following-described property, to wit:

First. The one undivided half or moiety of a certain lot of ground, with the buildings and improvements thereon, situate in the first district of this city, in the square bounded by Julia, Tchoupitoulas, Magazine, and Notre Dame streets, and measuring sixty-five feet front on Julia
136 street by one hundred & fifty-one feet in depth on the side towards Magazine street, one hundred and fifty-three feet nine inches in depth on the other side, and thirty-five feet seven inches in width on the rear line. The other undivided half of the said property having been mortgaged with other property by the said tutor, as above set forth, the whole therefore now becomes mortgaged in favor of the said minors to secure their rights as aforesaid.

Second. And two certain lots of ground with the buildings and improvements thereon, situate in the fourth district of this city, formerly the city of Lafayette, parish of Jefferson, in the square bounded by Tchoupitoulas, Josephine, Rousseau, and Adile streets, designated by the numbers one and two. Lot No. one measures thirty feet two inches and seven lines front on Tchoupitoulas street; one hundred and four feet eight inches and six lines on the division line of lot No. two; one hundred and eight feet seven inches on the other side line, and thirty feet in width in the rear. Lot No. two forms the corner of Tchoupitoulas and Josephine streets, and measures thirty feet two inches and seven lines front on Tchoupitoulas street, by one hundred feet ten inches and five lines in depth and front on Josephine street, and one hundred and four feet eight inches and six lines on the dividing line of lot No. one,
137 and thirty feet in width in the rear.

By reference to the certificates of the recorders of mortgages in and for this parish and the said parish of Jefferson, submitted to the said family meeting, and annexed to the proceedings thereof above referred to, it will appear that the property herein described and mortgaged is free from all encumbrance whatsoever.

And now personally appeared and intervened in these presents Hilary Breton Cenas, of this city, herein acting in his capacity of under-tutor of the aforesaid minors, who, after having taken due cognizance of what is above written, declared that he does by these presents accept in the name and on behalf of the said minors the special mortgage hereinbefore granted by the said Charles M. Conrad, in their favor, together with all the rights, benefits, and privileges unto them accruing from the same.

Thus done and passed in my office at the said city of New Orleans, in the presence of Auguste Commandeur and Henry L. Swiler, witnesses of lawful age, and domiciliated in this city, who hereunto subscribed their names, together with the said appearers, and me, notary, on this thirty-first day of May, A. D. eighteen hundred and fifty-five.

Original signed C. M. Conrad, H. B. Cenas, under-tutor, A. Commandeur, Henry L. Swiler, W'm Christy, not. pub.

138 I certify the foregoing to be a true copy of the original act on file and of record in my office.

In faith whereof I grant these presents under my signature and the impress of my seal of office at New Orleans, on this first day of June, A. D. 1855.

[L. S.] (Signed) W'M CHRISTY,
Not. Pub.

The undersigned recorder of mortgages in and for the city and parish of Orleans, certifies that the foregoing has been recorded this day in his office, in book 66, folio 458, and that since the 24th of May last no mortgage has been inscribed in the name of Charles Magill Conrad, and against the property described herein.

New Orleans, June the first, 1855.

(Signed) EMILE WILTZ, *Rec.*

Petition of C. M. Conrad that mortgage be accepted on certain property in lieu of certain other property, & that the mortgage on the last-mentioned property be cancelled and erased.—Filed 2d June, 1855.

To the honorable the second district court of New Orleans:

Humbly shews the petition of Charles M. Conrad, that pursuant to a decree rendered by the honorable on the thirtieth day of last
139 May, your petitioner did, by an act passed before William Christy, notary public, of this city, on the 31st day of said month, specially mortgage certain property in said act particularly described & set forth, to secure the amount due by your petitioner to his minor children, Charles Angela Conrad & Lawrence Lewis Conrad, & also to secure his administration as the tutor of his children in lieu of a portion of the property which had been previously, to wit, by an act passed before H. B. Cenas, notary public, of this city, on the eighth day of April, of the year 1847, mortgaged by your petitioner for the same purpose.

Your petitioner further shows that said act of the 31st of May last has been duly recorded in the office of recorder of mortgages in and for the city & parish of New Orleans, all which will more fully appear by a duly certified copy of said mortgage with the certificate of said recorder of mortages thereunto appended, which are herewith filed as part of this petition.

Wherefore your petitioner prays that said mortgage of the 31st May, 1855, be approved & be accepted in lieu of that given by your petitioner in favor of the Hon. E. A. Canon, in his capacity of judge of this hon. court, for the use & benefit of his your petitioner's said two minor children by said act of the 8th , 1847, on the following property, viz: nine certain lots of ground situate in faubourg Livaudais (now
140 the fourth district of this city) and designated by the numbers one, two, three, four, five, eleven, twelve, seventeen, and eighteen in square No. ninety-two, on a plan drawn by Benjamin Buisson, surveyor, on the fifth day of March, 1832. Lots No. 1, 2, 3, 4, & 5, adjoin each other & measure each fifty feet front on Prytance street, between First and Second streets, by a depth of one hundred and twenty-five feet. Lots Nos. 11 & 12 adjoin each other and measure each forty-four feet six inches front on First street, by a depth of one hundred & twenty-five feet, & lots Nos. 17 and 18 adjoin each other & measure each forty-four feet six inches front on Second street, by a depth of one hundred and twenty-five feet, all American measure. And consequently that said mortgage of the 8th April, 1847, in so far only as it affects the above-described nine lots of ground, be annulled & rescinded & that the recorders of mortgages of this parish & of the parish of Jefferson be authorized and directed to cancel the same & erase the same from the records of their offices respectively, & that your petitioner have other & further relief in the premises as his case may require.

And your petitioner as in duty, &c.,

(Signed) C. M. CONRAD.

Order of court on foregoing petition.

141 Let the within mortgage be approved and accepted and let the recorders of mortgages in and for the parish and city of Orleans & of the parish of Jefferson be directed to cancel & erase a mortgage executed before H. B. Cenas, notary public, on the 8th day of April, 1847, by Charles M. Conrad, in favor of E. A. Canon, judge of this court, to secure the amount due by said Conrad to his minor children, Charles Angelo Conrad and Lawrence Lewis Conrad, and also his administration as the tutor of his said children, so far only as said mortgage bears upon the following described property, viz:

On nine certain lots of ground situate in the faubourg Livaudais (now the fourth district of this city) and designated by the numbers one, two, three, four, five, eleven, twelve, seventeen, & eighteen in square No. 92, ninety-two, on a plan drawn by Benjamin Buisson, surveyor, on the 5th day of March, 1832; lots No. 1, 2, 3, 4, & 5 adjoin each other and measure each fifty feet on Prytance street, between First and Second street, by a depth of one hundred and twenty-five feet, and lots Nos. 17 & 18 adjoin each other & measure each fifty-four feet six inches front on Second street by a depth of one hundred and twenty-five feet, all American measure.

New Orleans, June 4th, 1855.

(Signed) J. N. LEA, *Judge.*

142 STATE OF LOUISIANA:

Second district court of New Orleans.

I, A. J. Villeré, deputy clerk of the second district court of New Orleans, do hereby certify that the above and foregoing one hundred and five pages contain a true and complete transcript of the record in the succession of M'r's Mary Eliza Angela Lewis, dec'd, wife of Charles Magill Conrad; that the proceedings had in said succession (& included in this transcript) in the late probate court for the parish of Orleans have been by law transferred to this court, where they are on file with the other proceedings had in said succession; that the said late probate court for the parish of Orleans was, and this second district court of New Orleans is, a court of record, having a seal and jurisdiction in probate matters within the parish of Orleans.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said second district court of New Orleans, at the city of New Orleans, on this seventh day of November, in the year of our Lord one thousand eight hundred and sixty-five, and in the 90th year of the Independence of the United States of America.

[L. S.] A. J. VILLERÉ, *D'y Clerk.*

143 I, Jno. W. Thomas, sole judge of the second district court of New Orleans, do hereby certify that A. J. Villeré is at present clerk of said court; that the same is a court of record, having jurisdiction in probate matters, and that the signature A. J. Villeré to the foregoing certificate is in the proper handwriting of him, the said A. J. Villeré, d'y clerk; to his official acts as such full faith and credit are due and owing. And I do further certify that his attestation is in due form of law.

Given under my hand and seal, at the city of New Orleans, on this ninth day of November, in the year of our Lord one thousand eight hundred and sixty-five.

JOHN W. THOMAS, *Judge.*

[5-cent int. rev. stamp annexed and cancelled.]

Received from Ch's M. Conrad, esq., the sum of fifty-five dollars for the foregoing transcript.

New Orleans, November 15, 1865.

$45.00. A. J. VILLERÉ, *Dy Clerk.*

[2-cent int. rev. stamp annexed and cancelled.]

144 *Document E.—Filed with petition June 26th, 1874, and offered by plaintiff May 24th, 1875.*

STATE OF LOUISIANA,
City of New Orleans:

Be it known that this day, before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared Charles Magill Conrad, of this city, who declared that, agreeably to the deliberations of a family meeting held before me, the said notary, on the third day of April instant, in behalf of his minor children, named Charles M. Angelo Conrad and Lawrence Lewis Conrad, issue of his marriage with Mary Eliza Angela Lewis, his deceased wife, which deliberations have been duly homologated by the honorable the "second district court of New Orleans," and by virtue of and pursuant to a decree of the said court, bearing date the sixth day of April instant, rendered upon the petition of him, the said appearer, in his capacity of natural tutor of his said minor children, certified copies of which petition and order of court are hereunto in the margin annexed for reference, he, the said ap-
145 pearer, has been authorized to give a special mortgage on the property hereinafter described, to secure:

1st. The reimbursement of the portion accruing to the said minors out of price at which the real estate belonging to the community between the said appearer and his said deceased wife was adjudicated to him, amounting to the sum of seven thousand and sixty-two dollars and fifty cents.

2d. To secure the faithful discharge by said appearer of his duties and functions of natural tutor of his said minor children.

Now, therefore, in consideration of the premises, and in order to secure the said sum of seven thousand and sixty-two dollars and fifty cents and the rights of the said minors in the succession of their deceased mother, as well as the faithful discharge of his duties as natural tutor as aforesaid, he, the said Charles M. Conrad, moreover declared that he does by these presents mortgage, affect, and specially hypothecate in favor of the honorable E. A. Canon, in his capacity of judge of the aforesaid "second district court of New Orleans," the following-described property, to wit:

146 First. A certain lot of ground, together with the four-story brick store thereon, situate in the municipality No. two of this city, in the square bounded by Camp, Gravier, and Saint Charles and Poydras streets, and designated by the number forty-seven on a plan of the same and other lots drawn by W. Thornton Thompson, surveyor, on the seventh day of May, 1842, and deposited in this office for reference. Said lot measures twenty-three feet front on Camp street, by ninety feet in depth between parallel lines, English measure, being the same property which the said Conrad acquired by purchase from the assignee of John Richardson by an act passed before me, notary, on the twenty-eighth day of June, 1842.

Second. A certain lot of ground, together with the three-story brick

dwelling-house thereon, situate on the western side of Carondelet street, between Hevia and Poydras streets, in the said municipality No. two, and designated by the number three, on a plan drawn by Ch's F. Zimple, surveyor, on the tenth day of December, 1833, and deposited in the office of Jules Mossy, a notary public in this city, said lot measuring, in English measure, twenty-three feet eight inches and a half front
147 on Carondelet street, twenty-three feet nine inches in width in the rear, by a depth of one hundred and forty-seven feet eleven inches, more or less, on the boundary line of lot No. two, and one hundred and forty-nine feet ten and a half inches, more or less, on the line dividing it from lot No. four, being the same property which the said Conrad acquired by purchase from the succession of Samuel Livermore, by an act passed before the said Jules Mossy, notary, on the twenty-eighth day of February, 1834.

Third. A certain lot of ground in the *fo*ubourg Saint Mary, designated by the No. thirteen on a plan drawn by Joseph Pilie, surveyor, on the twenty-fourth day of December, 1828, and deposited in the office of John A. Duncan, late a notary public in this city, said lot measuring twenty-one feet front on the street north of the market, between Tchoupitoulas and New Levee streets, by fifty-eight feet one inch in depth between parallel lines, together with the two-story brick store thereon, which lot of ground was acquired by the said Conrad by purchase from Greenbury B. Stringer, by an act passed before William Christy, a notary public in this city, on the fifteenth day of November, 1834.

Fourth. Two certain lots of ground, together with the one two-
148 story frame dwelling-house thereon, situate in the suburb Saint Mary, designated by the Nos. seven and eight, on a plan drawn by C. F. Zimple, surveyor, on the eighth day of April, 1835, and annexed to an act passed before the said William Christy, notary, in the same month and year; said lots adjoin each other. Lot No. seven measures twenty-four feet front on Camp street, between S't Joseph and Delord streets, by one hundred and sixteen feet ten inches and five lines in depth between parallel lines. Lot No. eight has a like front on Camp street by one hundred and twenty-seven feet ten inches and five lines in depth between parallel lines, *in depth between parallel lines*, English measure, being the same two lots of ground which the said Conrad acquired by purchase from Horace C. Cammack, by an act passed before Adolphe Mazureau, a notary public in this city, on the fifth day of June, 1837.

Fifth. A certain lot of ground situate in the suburb Annunciation, in the municipality number two of this city, in the square designated by the No. fifty-six, and measuring sixty feet front on Coliseum or Camp street, by two hundred and ten feet, more or less, in depth, French
149 measure, together with the dwelling-house thereon, being the same property which the said Conrad acquired by purchase from Marie Thereze Mattel, f. w. c., by an act passed before the said M. Mazureau, notary, on the twenty-first day of April, 1841.

Sixth. The one undivided half part or moiety of a certain lot of ground, and the two-story brick warehouse thereon, situate in the suburb Saint Mary, in the square comprised within Julia, Tchoupitoulas, Notre Dame, and Magazine streets, having, in French measure, sixty-five feet front on Julia street, by one hundred and fifty-one feet in depth on the side towards Magazine street, on the line separating it from property of John Bozant, and one hundred and fifty-three feet nine inches in depth on the side towards Tchoupitoulas street, separating it from property now or lately belonging to Peters and Millard, by thirty-five

feet seven inches in width in the rear, being the same property which the said Conrad acquired by purchase from William McCawley by an act passed before me, notary, on the twentieth day of April, 1838.

Seventh. And nine certain lots of ground situate in the fau-
150 bourg Livandais, parish of Jefferson, in this State, and designated by the numbers one, two, three, four, five, eleven, twelve, seventeen, and eighteen, in square No. ninety-two, on a plan drawn by Benjamin Buisson, surveyor, on the fifth day of March, 1832, and deposited in the office of G. R. Stringer, notary. Lots Nos. one, two, three, four, and five, adjoin each other, and measure each fifty feet front on Prytania street, between First and Second streets, by a depth of one hundred and twenty-five feet; lots Nos. eleven and twelve, adjoin each other, and measure each forty-four feet six inches front on First street, by a depth of one hundred twenty-five feet; and lots Nos. seventeen and eighteen adjoin each other, and measure each forty-four feet six inches front on Second street, by a depth of one hundred and twenty-five feet, (all American measure,) which said lots of ground were acquired by the said Conrad by purchase from M. Morgan, L. Peirce, Sam'l J. Peters, and W'm H. Chase, by an act passed before the said G. R. Stringer, late a notary, on the fifth day of April, 1832.

And the said Charles M. Conrad doth moreover, by these presents, bind and obligate himself not to sell, alienate, nor encumber the
151 above-described property, nor any part thereof, to the prejudice of this mortgage.

By reference to the annexed certificates of the recorders of mortgages in and for this city and parish, and of the said parish of Jefferson, dated this day, it will appear that the said-described property is free from any and all lien or encumbrance whatsoever in the name of the said Charles M. Conrad.

And, now, personally appeared and entervened in these presents Francis Buckner Conrad, of this city, herein acting in his capacity of undertutor of the aforesaid minors, who, after having taken due cognisance of what is above written, declared that he does, by these presents, accept in the name and on behalf of the said minors, the special mortgage herein above granted by the said Charles M. Conrad in their favor, together with all the rights, benefits, and privileges unto them accruing from the same.

Thus done and passed in my office at the said city of New Orleans, in the presence of Auguste Commandeur and Michel Aime,
152 jun'r, witnesses of lawful age, and domiciliated in this city, who hereunto subscribe their names, together with the said appearers and me, notary, on this eighth day of April, in the year of our Lord one thousand eight hundred and forty-seven.

Original signed C. M. Conrad, F. B. Conrad, A. Commandeur, M'l Aime, j'r, and H. P. Cenas, not. pub.

I certify the foregoing to be a true copy of the original act on file and of record in my office. In faith whereof I grant these presents under my signature, and the impress of my seal of office at New Orleans on the twelfth day of April, 1847.

[SEAL.] (Signed) H. B. CENAS,
Not. Pub.

OFFICE OF MORTGAGES.

The undersigned, recorder of mortgages for the parish of Jefferson, State of Louisiana, certifies that the foregoing act of special mortgage

was recorded on the 9th instant, in his office in B. 12, F. 134. That since the date of the certificate mentioned in said act of mortgage, no other mortgage than the one granted by same act was recorded in the name of Charles M. Conrad on the property therein described,
153 situated in this parish, and that at the date of yesterday, the said special mortgage was the only one recorded in the name of said Charles M. Conrad on said property.

Parish of Jefferson, April 14th, 1847.

[SEAL.] (Signed) BOULIGNY, *Rec'r.*

The undersigned, recorder of mortgages for this city and parish, certifies that this act of mortgage was recorded in his office on the tenth instant, in book 51, folio 299; and that since the date of the certificate mentioned in said act of mortgage no other mortgage than the one granted by the same act was recorded in the name of C. M. Conrad on the property therein described and mortgaged.

New Orleans, April 14th, 1847.

(Signed) EDMOND T. WILTZ,
D'y Recorder.

Document act of sale, C. M. Conrad to C. A. and L. L. Conrad.—Filed June 26th, 1874.

STATE OF LOUISIANA,
Parish of St. Helena:

Be it known and remembered that on this 6th day of May, in the year of our Lord one thousand eight hundred and sixty-two, before me,
154 Joseph L. Nettles, recorder in and for the parish of S't Helena, State of Louisiana, duly commissioned and sworn as such, came and appeared Charles M. Conrad, a resident of the city of New Orleans, La., who declared and acknowledged that for the consideration hereinafter expressed, he had bargained, sold, transferred, alienated, set over, conveyed and delivered unto Charles Angelo Conrad and Laurence Lewis Conrad, of the same city, all his right, title, interest, and claim in and to the following named and described property, situate in said city, to wit:

First. A lot of ground situated on the north side of Camp street between Gravier and Poydras streets, having about 24 feet front on said Camp street, by one hundred feet, more or less, in depth, together with the three-story brick store thereon, being the same now occupied by Goldsmith and Haber, said lot having been purchased by the vendor from the assignees of John Richardson.

Secondly. One other lot of ground situated on the south side of the same street between Girod and Julia streets, having 64 feet, more or less, in front on said Camp street, by one hundred and seventy feet,
155 more or less, in depth, together with the three-story brick store thereon, now leased to D. E. Lawber, part of said parcel of ground having been purchased by the vendor from D'r William W. Mercer and part from Bailey.

Third. Two lots of ground situated on the south side of Camp street, between S't Joseph and Delord streets, having each 24 feet, more or less, front on Camp street, by one hundred and twenty feet, more or less, in depth, with an eight-feet alley in the rear, now occupied as a marble yard, by Eully and Cavanaugh, being the same purchased by the vendor from H. C. Cammack.

Fourth. A lot of ground situated on the north side of Carondelet street, between Poydras and Hevia streets, having 22 feet, more or less, on the first-named street, by 120 feet, more or less, in depth, with the

right of use of a ten-feet alley in the rear, and all buildings and improvements on the same, consisting of a three-story brick dwelling house and the appurtenances thereto belonging, said property having been purchased by the vendor from G. R. Stringer.

Fifthly. Parcel of ground situated on the northwest corner
156 of Prytania and First streets, in the fourth district of said city, having about 128 feet in front on Prytania street, by 240 feet, more or less, in depth and front on the said First street, and also about sixty feet in front on Second street, by about 128 feet, more or less, in depth, together with the improvements thereon; said parcel of ground being composed of several lots or pieces, one of which was purchased by the vendor from Sarah McCauley, one from the estate of his brother, A. T. Conrad, and one from .

The consideration of this sale are sundry sums of money due by the said vendor to the said vendees, as follows, viz:

The sum of about twenty-five thousand dollars, ($25,000,) being the amount of sundry sums of money received by the said vendor from Laurence Lewis, the father of their deceased mother, Mary Angelo Lewis, on her account, and which sums are due to said vendees as her sole heirs, together with such interest as may be by law due on the same.

Secondly. The sum of above ($15,000) fifteen thousand dollars,
157 the price at which certain property belonging to the community between their said mother and the undersigned was adjudicated to said vendor by the court of probate.

Thirdly. One thousand dollars, the price of a slave woman named Martha, inherited by said vendees from their said mother.

Fourthly. Eight hundred dollars, the price of a slave named Laurence who purchased his liberty for said sum.

Fifthly. Of a sum of about twenty-five hundred dollars, being the amount of a debt due by the late G. W. P. Custis to their said mother, and interest thereon, and which was paid to said vendor by Gen'l Robert E. Lee, executor of said Custis.

Sixthly. About two thousand dollars, being the amount of sundry sums received at various times by the said vendor for rent of a certain tract of land owned by said vendees in the State of Virginia. It is understood and agreed between the parties that as said vendor has not at this time access to the record of the court of probate and to his private papers and accounts, which are necessary to enable him to state the precise amount due to said vendees, that a settlement shall be
158 made between them as soon as access can be had to said records and accounts, and that if the amount herein set forth as due to them shall exceed the true amount the proper deduction shall be made, and if it shall fall short of the true amount the balance shall be made good to the said vendees. The purchasers dispenses with the certificate of mortgage required by article 3328 of the civil code of this State.

In testimony of which said parties have hereunto set their hand and subscribed their names in the presence of me, recorder, and that of C. P. Sutton and L. H. Young, both competent witnesses of said parish, at the parish aforesaid, on this the day and date first above written.

C. M. CONRAD.
CHARLES ANGELO CONRAD.
L. LEWIS CONRAD.

Attest:
L. H. YOUNG.
C. P. SUTTON.

J. L. NETTLES, *Recorder.*

STATE OF LOUISIANA,
Parish of S't Helena:

I, Jefferson J. Thompson, recorder of mortgages in and for the parish and State aforesaid, do hereby certify that the above and foregoing instrument of writing is a true copy of the original act of sale now on file and of record in my office.

159 Witness my official signature and seal of office on this the 13th day of April, A. D. 1867.

[SEAL.] (Signed) J. J. THOMPSON,
Recorder.

[5-c't in rev. stamp annexed & cancelled.]

I hereby certify that the within sale was duly registered conveyance office, book 85, fol. 456.

New Orleans, May 31st, 1862.

(Signed) C. DILLINGHAM,
Register.

[6-c't in rev. stamp annexed & cancelled.]

NEW ORLEANS, *July 21st*, 1868.

Document.—Exchange of property.—Filed with petition June 26th, 1874.

STATE OF LOUISIANA,
City of New Orleans:

Before me, Adolphe Mazureau, a notary public in and for the parish of Orleans and city of New Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the subscribing witnesses, personally came and appeared Charles Angelo Conrad, of this city, and Laurence Lewis Conrad, of the city of Baltimore, State of Maryland, who severally agree, contract, and declare as follows, to wit:

160 That said Charles A. Conrad does by these presents grant, transfer, convey, assign, and set over by way of sale and exchange unto the said Laurence Lewis Conrad, present and accepting for himself, his heirs, and assignees all his right, title, and interest, being one undivided half of, in, and to the following-described property, to wit:

1st. A certain lot of ground, together with the four-story brick store thereon, and all the rights, privileges, customs, ways, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the first district of this city, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, Commercial alley now running in the centre of said square, from S't Charles to Camp streets. The said lot of ground is designated by the number forty-seven on a plan of the same and other lots, drawn by W. T. Thompson, surveyor, on the seventh of May, 1842, and deposited in the office of H. B. Cenas, then a notary public in this city, which lot of ground measures twenty-three feet front on Camp street by a depth of ninety feet, between parallel lines, English measure.

161 2d. A certain lot of ground with the three-story brick buildings and other improvements thereon, situated on the western side of Carondelet street, between Hevia and Poydras streets, in the first district of this city, together with all the rights, ways, servitudes, privileges, and appurtenances thereunto belonging or in any wise appertaining, designated as lot No. three on a plan drawn by Charles F. Zimpel, deputy city surveyor, on the tenth of December, 1833, deposited as

plan number one of the book of plans, in the office of Jules Mossy, notary public; said lot measuring in English twenty-three feet eight-and-a-half inches front on Carondelet street by twenty-three feet nine inches and two lines, more or less, in the rear, and a depth of one hundred and forty-seven feet eleven inches, more or less, on the boundary line of lot number two, and one hundred and forty-nine feet ten-and-a-half inches, more or less, on the boundary line of lot number four, the place between the stable and the yard being reserved as an alley for the common use of this and the five adjoining tenements on the aforesaid plan.

162 3rd. Two certain lots of ground, with the buildings and improvements thereon, and all rights, ways, servitudes, privileges, and appurtenances thereunto belonging or in any wise appertaining, situated on the north side of Camp street, between St Joseph and Delord streets, designated by the number seven and eight on a plan drawn by C. F. Zimpel, deputy surveyor-general, on the eighth of April, 1835, annexed to an act passed before William Christy, notary public, on the twenty-third of April of the same year, and said lots adjoin each other and have the following dimensions: Lot number seven measures twenty-four feet front on Camp street by one hundred and sixteen feet ten inches and five lines in depth, between parallel lines; and lot number eight has a like front on Camp street by one hundred and twenty-seven feet ten inches and five lines in depth, between parallel lines, English measure.

All the property firstly, secondly, and thirdly described was acquired by the said Charles A. Conrad and Lawrence Lewis Conrad from Charles M. Conrad, by an act passed before J. L. Nettles, recorder in and

163 for the parish of St Helena, on the sixth of May, 1862, and registered in the conveyance office of this city and parish, on the thirty-first of May, in the same year 1862, in book 85, folio 456; and the said Charles M. Conrad had acquired the said property as follows, viz: The lot of ground on Camp street, with the four-story brick store thereon, firstly described, from William C. Micou, assignee of the estate of John Richardson, by an act passed before H. B. Cenas, a notary public of this city, on the twenty-eighth of June, 1842, registered in the conveyance office on the second of July of the same year, in book 31, folio 385.

The lot of ground and buildings situated on the western side of Carondelet street, between Hevia and Poydras streets, secondly described, from the succession of S. Livermore, by an act passed before Jules Mossy, notary public in this city, on the twenty-eighth of February, 1834, registered in the conveyance office of this city on the twenty-sixth of March, 1834, in book 15, pages 22 & 23; and the two lots of ground and improvements situated on Camp street, between St Joseph and Delord

164 streets, thirdly described, from Horace C. Cammack, by an act passed before the undersigned notary on the fifth of June, 1857, registered in the conveyance office on the twenty-first of the same month in book 23, folio 16.

The half of the property firstly described is estimated at twenty thousand dollars.

The half of the property secondly described is estimated at ten thousand dollars.

The half of the property thirdly described is estimated at five thousand dollars.

The said Charles A. Conrad hereby transfers to the said Lawrence Lewis Conrad his rights and actions of warranty against previous owners and vendors, and warrants his own title to the above-described property, except as regards the claim set up by Rufus Waples, who is

now in possession thereof, and claims to hold the same as owned by him under a pretended sale made by the marshal of the United States on or about the twenty-second of March, 1865, under a writ of venditioni exponas issued by the district court of the United States for the district of Louisiana, in the suit or proceeding entitled United States vs.
165 Ten lots of ground, the property of C. M. Conrad, No. 7653 of the docket of that court, against which claim vendor does not warrant purchaser, who declares that he is well acquainted with the claims set up by said Rufus Waples, and assumes all the risks thereof; and the said vendor transfers to the said purchaser all claims which he has for back rent, &c.

In exchange for and payment of the above-described interests and property the said Lawrence Lewis Conrad hereby transfers, conveys, assigns, and sets over unto the said Charles Angelo Conrad, who accepts for himself, his heirs, and assigns, all his right and title, being an undivided half in and to the following-described property, viz:

1st. Two certain lots of ground, with all the buildings and improvements thereon, situated in the first district of this city, in the square bounded by Camp, Girod, Julia, and Magazine streets, designated by the numbers four and five on a sketch or plan annexed to an act passed before Theodore Guyol, notary public, on the sixteenth of April, 1852. The said lots adjoin each other and measure each twenty-six feet
166 eleven inches and two lines front on Camp street by a depth between parallel lines of one hundred and seventy feet six inches, American measure.

2d. The one-half part of a certain lot of ground, with the buildings and improvements thereon, situate in the same square, and designated by the number three on a sketch or plan signed by G. R. Underhill, then a licensed auctioneer in this city, and others, on the second day of April, 1853, which half lot of ground adjoins the two lots above described, and is that towards Julia street, measuring twelve feet two inches and three and a half lines on Camp street by a depth of one hundred and seventy feet six inches, between parallel lines, American measure.

This property was acquired by the said L. L. Conrad and C. A. Conrad from the said Charles M. Conrad by the above-recited act, passed on the sixth of May, 1862, before the recorder of the parish of St Helena, and the said Charles M. Conrad had acquired the same as follows, viz:

The two lots designated by the numbers four and five from D'r W. N. Mercer by an act passed before H. B. Cenas, notary public, on
167 the twenty-second of April, 1853, and the half of lot number three from R. H. Bayly by an act passed before the same notary, H. B. Cenas, on the twenty-eighth of April, 1854.

By reference to an act passed on the twenty-ninth of June, 1868, before O. De Armas, notary, registered in the conveyance-office, in book 95, folio 226, it will appear that an agreement and compromise took place between the said L. L. Conrad and C. A. Conrad and the heirs of Xavier and Charles E. Lambert in relation to said property, which had been sold as the property of Charles M. Conrad by the marshal of the United States for the eastern district of Louisiana, under an order or decree of the judge of the district court of the United States for the said district, in the suit entitled "The United States vs. Eight and a half lots of ground, the property of Charles M. Conrad," No. 7968 of the docket of said court. In the aforesaid act of compromise the above-described property was retroceded to the said C. A. and L. L. Conrad.

The half of the above-described property, transferred in exchange by the said Lawrence L. Conrad to the said C. A. Conrad, is estimated at fifteen thousand dollars.

168 As a further consideration for the said sale said purchaser, the said L. L. Conrad has furnished his promissory note for said amount, fifteen thousand dollars, dated this day, drawn by himself to the order of said C. A. Conrad, payable five years after date, with eight per cent. per annum interest from date till paid.

The said note, after being signed ne varietur, by me, notary, to be identified with this act, was delivered to the said C. A. Conrad, who acknowledges the receipt thereof, and retains a special mortgage on said property to secure the payment of said note, and the said L. L. Conrad agrees to the said mortgage and to the inscription of the same in the mortgage-office.

The parties waive the production of the mortgage certificate, declaring that no mortgage whatever has been created by them on the property transferred by them to the other, and it will appear from the certificate of the register of conveyances that they have not alienated the same.

The parties agree to make between themselves the settlement
169 of all State and city taxes.

Personally came and appeared Mrs. Noura Penn, the wife of said Charles A. Conrad, by him duly authorized, who, having taken cognizance of the foregoing act of transfer and exchange, declared that she is fully aware of the nature and extent of all the rights of married women, according to the laws of the State of Louisiana, on the property of their husbands, which said rights and the said notary did carefully explain to her out of the presence and hearing of her said husband. Whereupon, being sufficiently informed, she further declared that of her own free will and accord she does by these presents renounce in favor of the said Lawrence L. Conrad all the matrimonial dotal, paraphernal, and other rights, mortgages, and privileges which by virtue of the laws of Louisiana she has or may have on all the above-described property transferred by way of exchange by her said husband to the said L. L. Conrad.

1st. For the restitution and replacing of such dotal effects as were her property previous to marriage.

170 2d. For the restitution and replacing of such dotal effects as she may have assigned since marriage by succession or donation.

3rd. For the payment of such of her paraphernal property as shall have been appropriated by her said husband to his own use, or by which he may in his individual capacity have profited.

4th. As a security for the obligations of her husband as usufructuary of her paraphernal property.

5th. As an indemnity for debts which she may have contracted with her husband, as also for the purpose of replacing such part of her separate property as may have been sold, and generally by virtue of all causes whatever; and finally she binds herself and her heirs and assigns at all times to acknowledge and sustain the validity of the above transfer and exchange, and of this her formal renunciation and relinquishment of all her rights on said property.

Also personally came and appeared and intervened in this act Mrs. Minnie Howard Worthington, the wife of Lawrence Lewis Conrad, by whom she is duly authorized, who, having taken cognizance of the
171 foregoing act of transfer and exchange, declared that she is fully aware of the nature and extent of all the rights of married women

according to the laws of Louisiana, which said dotal, the said notary, [illegible] to her said husband [illegible] her said husband's acceptance, being [illegible] thereof, she does by these presents, of her own free will and accord, renounce in favor of the said Charles A. Conrad, his heirs and assigns, all the matrimonial, dotal, paraphernal, and other rights, mortgages and privileges, which by the virtue of the laws of Louisiana, or otherwise, she has or may have on the property transferred in exchange by her said husband to the said Charles A. Conrad —

1st. For the restitution and replacing of such dotal effects as were her property previous to marriage.

2d. For the restitution and replacing of such dotal effects as she may have acquired since marriage by succession or donation.

3rd. For the payment of such of her paraphernal property as shall have been appropriated by her said husband to his own use, or
172 by which he may in his individual capacity have profited.

4th. As a security for the obligations of her husband as usufructuary of her paraphernal property.

5th. As an indemnity for debts which she may have contracted with her husband, as also for the purpose of replacing such part of her separate property as may have been sold, and generally in virtue of all causes whatsoever; and she finally binds herself and her heirs at all times to acknowledge and sustain the validity of the present act of transfer and exchange, and of this her renunciation.

Thus done and passed in my office at the city of New Orleans on this twenty-fourth day of February, eighteen hundred and seventy, in the presence of Messieurs David Urquhart and Alfred Delaup, competent witnesses, who hereunto subscribe their names with all the parties, and me the notary.

Original act signed Charles Angelo Conrad, Noura Conrad, L. L. Conrad, Minnie W. Conrad, David Urquhart, Alfred Delaup, A. Mazureau, N. P.

I certify the foregoing to be a true copy of the original act de-
173 posited in my office and to which are affixed the requisite internal-revenue stamps of the value of sixty dollars.

New Orleans, February 24th, 1840.

[SEAL.] (Signed) A. MAZUREAU, *N. P.*

[5-c't's int. rev. stamp affixed & cancelled.]

[Stamps affixed to original, sixty dollars.]

(Signed) A. MAZUREAU, *N. P.*

I, the undersigned, register of conveyances in and for the parish of Orleans, do hereby certify that the within instrument of writing is duly registered in my office in book 96, folios 500 and 501, under the date of February 25th, 1870.

New Orleans, June 25th, 1874.

[SEAL.] (Signed) C. R. FISH,
Recorder.

Bond for sequestration.—Filed June 26th, 1875.

UNITED STATES OF AMERICA:

Know all men by these presents that we, Lawrence Lewis Conrad, as principal, and Charles M. Conrad and Charles A. Conrad, as sureties, are held and firmly bound, jointly and severally, unto F. A. Woolfley, clerk of

the circuit court of [illegible]
Louisiana
174 [illegible]
John [illegible]
G. A. T[illegible]
lawful [illegible]
A. Wo[illegible]
circuit and [illegible]
and to Rufus W[illegible]
their [illegible]
well and truly to [illegible]
self, and [illegible] of
present, [illegible]
in the year of our L[illegible]
Whereas [illegible]
the honorable [illegible]
holding sessions in and [illegible]
of sequestration
175 Bank, Keller and [illegible]
Leonard, James D[illegible]
Now, the condition of [illegible]
bounden Lawrence Lewis C[illegible]
and Charles A. Conrad,
Rufus Waples, the Hibern[illegible]
Louis Steger, Patrick [illegible]
widow, the defendants in
as they or either of them may [illegible]
decided that the said writ of

(Signed) LAWRENCE LEWIS CONRAD.
(D'o) CHAS. A. CONRAD,
(D'o) CHARLES M. CONRAD,
Per. CHARLES A. CONRAD,
His Atty in [illegible]

Signed, sealed, and delivered in presence of—
(Signed) F. B. VERDE[illegible]

Writ of sequestration issued June 26th, 1875.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth judicial circuit and district of Louisiana.

176, 177 LAWRENCE LEWIS CONRAD vs. RUFUS WAPLES ET AL. } No. 7250.

The President of the United States to the marshal of the United States for the district of Louisiana, greeting:

You are hereby commanded to sequester and take into your possession, according to law, the following described property, which the plaintiff, Lawrence Lewis Conrad, claims to be the property of, and which is sued for in his petition on file, and to keep the same until after the final determination of this suit, or until otherwise ordered by the court.

1st. A certain lot of ground, together with the buildings and [illegible]

thereon; situated in the first district of New Orleans, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, and designated by the No. 47 on a plan of the same and other lots, drawn by W. Thornton Thompson, surveyor, May 7th, 1842, and deposited for reference among the records of H. B. Cenas, late notary public in said city, and now designated by the No. 47 Camp street. Said lot meas-
178 ures 23 feet front on Camp street by a depth of 90 feet, between parallel lines, English measure, possessed or occupied by the Hibernia National Bank.

2d. A certain lot of ground, together with the three story brick buildings and convenient stable thereon, situated in the city of New Orleans, on the western side of Carondelet street, between Hevia (now Lafayette) and Poydras streets, in the suburb S't Mary, (now the first district,) designated as lot No. 3, on a plan drawn by Cha's F. Zimpel, c'y city surveyor, Dec. 10th, 1833, and deposited as plan No. 1 in the book of plans of Jules Mossy, notary public; said property being more fully described in the petition on file, and is occupied by M'r's G. A. Thompson, widow.

3rd. Two certain lots of ground, together with the buildings and improvements thereon, situate in New Orleans, in the suburb S't Mary, (now the first district,) on Camp street, between S't Joseph and Delord streets, designated by the Nos. 7 and 8, on a plan drawn by Cha's F. Zimpel, more fully described in the said petition on file; which property is occupied by John Kellett and Louis Sincer, composing the
179 firm of Kellett and Sincer, and by Patrick Leonard and James Cox, the two last named being, as petitioner believes, sublessees of said Kellett and Sincer.

And of what you may do in the premises make due return to our said court.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at New Orleans, this 26th day of June, A. D. 1874.

[SEAL.] (Signed) F. B. VINOT,
D'y Clerk.

Marshal's return.

Received June 27th, 1874, by the U. S. marshal, and on the 3rd day of July, 1874, sequestered and took into my possession the property described in this writ, with the rents and revenues arising therefrom, and duly recorded said seizure in the office of the recorder of mortgages in the parish of Orleans.

(Signed) JOHN FAHY,
D'y Marshal.

Citation to Rufus Waples.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

180 LAWRENCE LEWIS CONRAD } No. 7250.
vs.
RUFUS WAPLES ET AL. }

You are hereby commanded to summon Rufus Waples, a citizen of the State of Louisiana, to comply with the demand of Lawrence Lewis Con-

rad, a citizen of the
a copy
in the
circuit
after
fault;
ant's
is held.
August, 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the
Court of the United
this 26th day of June, A. D.
181 enty-four, and of the Independence of the United
ica the 98th year.

[SEAL.] (Signed) F. R. VINOT,
Dy. Clerk.

Marshal's return.

Received June 29th, 1874, by the U. S. marshal, and on the
of July, 1874, served a copy hereof, with
on Rufus Waples, herein named, by handing the same to him
in this city.

New Orleans, July 6th, 1874.

(Signed) S. W. BRIDE,
Dy. Marshal.

Citation to Hibernia National Bank.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

LAWRENCE LEWIS CONRAD
vs. } No. 7250.
RUFUS WAPLES.

You are hereby commanded to summon The Hibernia National Bank, a citizen of the State of Louisiana, to comply with the demand of
repos Lewis
182 in the petition
deliver its
cuit court of the United
isiana, in the city of New
judgment will be rendered
one day for every ten miles
New Orleans, the place
1874.

And that you make due return hereof on the first Monday of August,

Witness the honorable Morrison R. Waite, Chief-Justice of the United States of America, at the city of New Orleans, this 27th day of
D. one thousand eight hundred and seventy-four, and of the
ence of the United States of America the 98th year.

[SEAL.] (Signed) F. R. VINOT,
Dy Clerk.

Marshal's return.

Received June 27th, 1874, by the U. S. marshal, and on the 27th day of June, 1874, served a copy hereof with the Hibernia National Bank by handing the same to Patrick Irwin, the president of said bank, in person in this city.

183 New Orleans, June 29th, 1874.

(Signed) S. W. REED,
D'y U. S. Marshal.

Citation to M'r's G. A. Thompson.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

LAURENCE LEWIS CONRAD
vs.
RUFUS WAPLES. } No. 7250.

You are hereby commanded to summon M'r's G. A. Thompson, a citizen of the State of Louisiana, to comply with the demand of Laurence Lewis Conrad, a citizen of the State of Maryland, contained in the petition of which a copy accompanies this citation, or to deliver her answer to the same, in the office of the clerk of the circuit court of the United States, fifth judicial circuit, and district of Louisiana, in the city of New Orleans, in ten days after service hereof, or judgment will be rendered against her by default; which delay is increased one day for every ten miles the defendant's residence is distant from New Orleans,
184 the place where the court is held.

And that you make due return hereof on the first Monday of August, 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at the city of New Orleans, this 26th day of June, A. D. one thousand eight hundred and seventy-four, and of the Independence of the United States of America the 98th year.

[SEAL.] (Signed) F. B. VINOT,
D'y Clerk.

Marshal's return.

Received June 29th, 1874, by the U. S. marshal, and on the 29th day of June, 1874, served a copy hereof, with petition accompanying the same, on M'r's G. Thompson, named herein, by handing the same to her in person in this city.

New Orleans, July 6th, 1874.

(Signed) S. W. REED,
D'y Marshal.

Citation to John Kellett.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

185 LAURENCE LEWIS CONRAD
vs.
RUFUS WAPLES ET AL. } 7250.

You are hereby commanded to summon John Kellett, a citizen of the State of Louisiana, to comply with the demand of Laurence Lewis Con-

rad, a citizen of
which a copy
same, in the
fifth judicial
leans, in ten days
against him by
ten miles the defendant's
where the court is held.

And that you make due return hereof on the first Monday of
gust, 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the
Court of the United States of America, at the city of New
1st day of July, A. D. one
186 four, and of the Independence of the United States of
the 98th year.

(Signed) F. B. VIEOT,
Dy Clerk.

Marshal's return.

Received July 1st, 1874, by the U. S. marshal, and on the 2d
July, 1874, served a copy hereof, together with petition
the same, on John Kellett, named herein, by handing the same to
in person in this city.

New Orleans, July 3rd, 1874.

(Signed) S. W. REED,
Dy U. S. Marshal.

Citation to Louis Sincer.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

LAWRENCE LEWIS CONRAD
vs. } 7250.
RUFUS WAPLES ET AL.

You are hereby commanded to summon Louis Sincer, a citizen of
State of Louisiana, to comply with the demand of Lawrence Lewis
rad, a citizen of the State of Maryland, contained in
187 of which a copy accompanies this citation, or to deliver
swer to the same, in the office of the clerk of the
the United States, fifth judicial district and district of Louisiana,
city of New Orleans, in ten days after service hereof, or
be rendered against him by default, which delay is
for every ten miles the defendant's residence is distant from
leans, the place where the court is held.

And that you make due return hereof on the first Monday of
gust, 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the
Court of the United States of America, at the city of New
1st day of July, A. D. one thousand eight hundred and
and of the Independence of the United States of America
year.

[SEAL.] (Signed) F. B. VIEOT,
Dy Clerk.

Marshal's return.

Received July 1st, 1874, by the U. S. marshal, and on the 2d day of July, 1874, served a copy hereof, with petition accompanying the same, on Lewis Sincer, named herein, by handing the same to him in person in this city.

188 New Orleans, July 3rd, 1874.

(Signed) S. W. REED,
D'y Marshal.

Citation to Kellett and Sincer.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

LAWRENCE LEWIS CONRAD
vs. } 7250.
RUFUS WAPLES ET AL.

You are hereby commanded to summon the firm of Kellett and Sincer, composed of John Kellett and Louis Sincer, citizens of the State of Louisiana, to comply with the demand of Lawrence Lewis Conrad, a citizen of the State of Maryland, contained in the petition of which a copy accompanies this citation, or to deliver their answer to the same, in the office of the clerk of the circuit court of the United States, fifth judicial circuit and district of Louisiana, in the city of New Orleans, in ten days after service hereof, or judgment will be rendered against them by default, which delay is increased one day for every ten miles
189 the defendant's residence is distant from New Orleans, the place where the court is held.

And that you make due return hereof on the first Monday of August, 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at the city of New Orleans, this 1st day of July, A. D. one thousand eight hundred and seventy-four, and of the Independence of the United States of America the 98th year.

[SEAL.] (Signed) F. B. VINOT,
D'y Clerk.

Marshal's return.

Received July 1st, 1874, by the U. S. marshal, and on the 2d day of July, 1874, served a copy hereof, with petition accompanying the same, on Kellett and Sincer, by handing the same to Lewis Sincer, one of the members of said firm of Kellett and Sincer, in person, in this city.

July 3rd, 1874.

(Signed) S. W. REED,
D'y Marshal.

Citation to Patrick Leonard.

190 The President of the United States of America to the marshal of the district of Louisiana, greeting:

LAWRENCE LEWIS CONRAD
vs. } No. 7250.
RUFUS WAPLES ET AL.

You are hereby commanded to summon Patrick Leonard, a citizen of

the State of L
Conrad, a
which
comp
fifth judicial
leans, in ten
against him by
miles the
where the court is held.

And that you make due return hereof on the first Monday of A
1874.

Witness the honorable Morrison R. Waite, Chief-Justice of
preme Court of the United States of America, at
leans, this 1st day of July, A. D. one
191 seventy-four, and of the Independence of the U
America the 98th year.

[SEAL.] (Signed) F. B. VI
Dy

Marshal's return.

Received July 2d, 1874, by the U. S. marshal, and on the
July, 1874, served a copy hereof, with petition accompanying
on Patrick Leonard, named herein, by handing the same to him
son in this city.

New Orleans, July 3rd, 1874.

(Signed) S. W. REED,
Dy U. S. Marshal.

Citation to James Cox.

The President of the United States of America to the marshal of
district of Louisiana, greeting:

LAWRENCE LEWIS CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

You are hereby commanded to summon James Cox, a citizen
State of Louisiana, to comply with the demand of Lawrence L
rad, a citizen of the State of Maryland, contained in the
which a copy accompanies this citation, or to deliver
192 to the same in the office of the clerk of the circuit
United States, fifth judicial circuit and district of L
the city of New Orleans, in ten days after service hereof, o
will be rendered against him by default, which delay is incr
day for every ten miles the defendant's residence is distant fro
Orleans, the place where the court is held.

And that you make due return hereof on the first Monday of A
1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the
Court of the United States of America, at the city of New Or
1st day of July, A. D. 1874, and of the Independence of the
States of America the 98th year.

[SEAL.] (Signed) F. B. VINOT, *Dy*

Marshal's return.

Received July 2d, 1874, by the U. S. marshal, and on the 2d day of July, 1874, served a copy hereof, with petition accompanying the same, and James Cox, within named, by handing the same to him in person in this city.

New Orleans, July 3rd, 1874.

(Signed) S. W. REED,
D'y U. S. Marshal.

193 *Answer of M'r's G. A. Thompson.—Filed July 3rd, 1874.*

L. L. CONRAD
vs.
RUFUS WAPLES & AL.

Now comes into court M'r's G. A. Thompson, widow, made defendant herein, and for answer to plaintiff's petition says that she is not the owner or proprietor of the building which she occupies, and has no interest, right, or claim to said lot of ground and building described in the petition, except as the lessee thereof.

She further declares that she leases the property above mentioned from one Rufus Waples, paying him rent therefor at the rate of sixty dollars per month, wherefore she prays to be hence dismissed at the cost of plaintiff.

(Signed) M'R'S G. A. THOMPSON.

Application of the defendant to bond his sequestered property.—Filed July 9th, 1874.

U. S. circuit court, 5th circuit and district of Louisiana.

LAWRENCE LEWIS CONRAD
vs.
RUFUS WAPLES. } No. 7250.

To the honorable the judges of the circuit court of the United
194 States in and for the fifth circuit and district of Louisiana.

Rufus Waples, defendant herein, appearing in his own proper person, respectfully prays for an order releasing on bond his property and the revenues thereof seized by virtue of the writ of sequestration issued herein, and for the fixing of the amount of the bond to be given by your petitioner, with good and solvent security, conditioned as the law directs, and petitioner further prays that the marshal be directed to notify the lessees of said property accordingly.

(Signed) RUFUS WAPLES,
Defendant.

Motion of Rufus Waples to set aside sequestration.—Filed July 9th, 1874.

U. S. circuit court, 5th circuit and district of Louisiana.

LAWRENCE LEWIS CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

On motion of Rufus Waples, defendant in the above-entitled suit, on suggesting—

1st. That it is not true that the plaintiff has "good reason to
195 apprehend" that this defendant, or any of his [illegible] tingent defendants, will make use of the possession of the property described in the plaintiff's petition "to dilapidate and waste the fruits and revenues produced by such property," as averred in plaintiff's petition to enable him to procure the harsh writ of sequestration.

2. That there is no prayer in the plaintiff's petition, nor any order of court, for the seizure of the rentals of the property described in the petition; nevertheless, the writ of sequestration which purports to have been issued pursuant to said petition and order is directed against the rentals, and the marshal has seized and now holds said rentals, which accrued prior to the date of said order.

3rd. That the security given by the plaintiff to his sequestration bond is not such good and solvent security as required by the order of court, nor such as the law requires; and that the bond is not sufficient according to law, and fails to furnish the defendant a proper indemnity for the protection of his interests.

196 It is ordered that the plaintiff, L. L. Conrad, show cause on such day as the court may assign why the writ of sequestration issued herein should not be set aside, and the said order of court vacated, and the said property and revenues restored to the defendant, upon the foregoing grounds and such other valid reasons as may be presented to the court on the trial of this rule.

Answer of Hibernia National Bank.—Filed August 27th, 1874.

In the hon. the circuit court of the United States for the district of Louisiana.

LAWRENCE LEWIS CONRAD
vs.
RUFUS WAPLES ET AL. } 7250.

And now into said court comes the Hibernia National Bank of New Orleans, one of the defendants, by its attorneys, and for answer to the plaintiff's petition says that it is in the occupancy or possession of the store or building, No. 47 Camp street, under and by virtue of a contract of leases from the defendant, Rufus Waples, to this respondent, [illegible]
197 on the 27th day of April, 1870, commencing on the 1st day of May, 1870, and expiring on the 30th day of April, 1875, stipulating a rent of one hundred and fifty dollars per annum from the first of October, 1870, to 1st October, 1871, and an annual rent of three thousand three hundred dollars thereafter.

That this defendant has paid rent to the said Waples according to said lease to the first day of June last past.

Respondent further answering says that it disclaims title to said property; that it knows nothing of the matters and things set forth in the plaintiff's petition other than as before stated, and can neither admit or deny the same.

Wherefore, said defendant prays that Rufus Waples be cited to defend this suit, and that this defendant be discharged therefrom with costs and for general relief.

(Signed) T. GILMORE & SONS,
Att'ys for said Def't.

Disclaimer of Kellett and Sincer.—Filed November 17th, 1874.

U. S. circuit court for 5th circuit dist. of La.

L. L. CONRAD
vs. } 7250.
RUFUS WAPLES.

198 Now into court comes John Kellett and Lewis Sincer, composing the firm of Kellett and Sincer, and disclaim any right or title as owner or owners, in whole or in part, to the property described in plaintiff's petition and alleged to be in the possession of these defendants.

And as required in said petition, they disclose the name and residence of their late lessor to be Rufus Waples, 116 Chestnut street, New Orleans, and acknowledge that they were at the time of the service of said petition his lessees and possessed merely as such, but aver that they ceased to be such and ceased to occupy any of the said property on the 31st day of August, 1874, when their lease expired.

And now, having complied with all that is demanded in said petition, they pray to be hence dismissed; but if required to answer further they deny all and singular the allegations of said plaintiff's petition which are therein made with reference to these defendants.

And they pray for general relief.

(Signed) KELLETT & SINCER.
(D'o) LOUIS SINCER.
(D'o) JOHN KELLETT,
Per LOUIS SINCER.

199 *Answer of Rufus Waples.*

Filed December 9th, 1874.

United States circuit court, district of Louisiana.

LAWRENCE LEWIS CONRAD
vs. } No. 7250.
RUFUS WAPLES.

To the honorable the judges of the circuit court of the United States, sitting in and for the fifth judicial circuit and district of Louisiana:

Now into court comes Rufus Waples, defendant in the above-entitled cause, a citizen of the State of Louisiana and of New Orleans, herein appearing, and for answer to the plaintiff's petition herein saith:

That he denies all and singular the allegations in said plaintiff's petition, except so far as hereinafter confessed and avoided; that he admits that he is now and has been since about the 22d day of March, 1865, in possession, as owner of the property described in said petition, has borne the burden and expense thereof, and has received the rents or revenues thereof, though for less in amount than the sum alleged by the
200 plaintiff; and he admits that the property first described by the plaintiff is occupied by the Hibernia National Bank as defendant's tenant; that the property secondly described by plaintiff is occupied by M'r's G. A. Thompson as defendant's tenant, and that the late occupancy of the property thirdly described therein by Kellett and Sincer was in the

capacity of defendant's tenants, and all said tenants have occupied in no other capacity.

And further answering, said defendant saith that said plaintiff ought not to have and maintain further his said action, for that said plaintiff has possessed and possesses no right, title, or interest in or to the real estate, lands, immovable property, described in said plaintiff's petition, or in or to any right, appurtenance, hereditament, or improvement appertaining thereto; but all the right, title, interest, and property in and to said lands, real estate, immovable property, and improvements and revenues described in said petition, with all the right, title, appurtenances, hereditaments thereunto appertaining, did before and at the
201 time of the institution of said plaintiff's action, and at all times since, and at this time, belong to and are the sole property of said defendant, by good, legal, absolute, and indefeasible title in law.

That by the force and effect, and by virtue of the provisions of an act of Congress of the United States, approved July 17th, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," and the laws of the United States of America, all of the said lands, tenements, property, and hereditaments set forth and described in said plaintiff's petition, at and before the 29th day of July, 1863, became and were subject to and liable to seizure and confiscation to the Government of the United States of America, together with the interest, title, and rights, and the pretended interest, title, and rights of all and all manner of persons whatsoever that had or pretended to have any right, title, or interest in or to the same, or any part thereof, including any
202 and all pretended rights, titles, or interest, which said plaintiff then and there had or pretended to have in and to said property, or any part thereof at that time, and including any right, title, or interest that his alleged vendors may have then pretended to possess.

That by virtue of the power and authority by law vested in the President of the United States, and the duty imposed upon him by law, he caused said property described in plaintiff's petition to be lawfully seized and taken into the possession of the United States before and on the said 29th day of July, 1863, in order that the same, the use and proceeds thereof, might be applied to the support of the Army of the United States, according to the provisions of the statute above cited by title, and the statute in such case made and provided.

That said property, and all and every portion thereof, so seized and possessed by the *the* United States for the purpose aforesaid, and every portion of said property being situated in the parish of Orleans,
203 in the State of Louisiana, and within the territorial jurisdiction of [the United States district court for the eastern district of Louisiana, and subject to and within the lawful reach of the process of said district court of the United States, and in all things subject to the jurisdiction of (This reference approved. F. A. Woolley, clerk)] said court in that behalf, in order to secure the condemnation of said property and the sale thereof after the same had been lawfully seized and taken into possession as aforesaid, for the purpose aforesaid, by virtue of the authority, requirements, and provisions of the statutes of the United States in such case made and provided, at the instance and in behalf of the United States of America and the Government thereof, and in the name thereof, on or about the 7th day of August, A. D. 1863, in said district court of the United States in and for the late eastern district of Louisiana, at and during a term of said court begun and holden at the city of New Orleans, in said district, according to law, in the year 1863,

by his honor Edward H. Durell, the lawful judge thereof, certain proceedings in rem were instituted in the name and behalf of the United States of America against said property described and now claimed by said plaintiff in his said petition herein.

That on the day and year aforesaid, on or about the seventh day of August, 1863, at New Orleans, in said district, in said court, having full and complete jurisdiction thereof as aforesaid, and at and during the term aforesaid, Rufus Waples at that time being duly appointed and qualified attorney of the United States for and within the said district, and having full and complete authority in that behalf, by and with the consent and at the direction, instance, and request of the Government of the United States of America, in open court, in behalf of and representing the United States by virtue and force of the provisions of the statutes of the United States in such case made and provided, in compliance with the rules and law governing such matters in said court, in the name of the United States of America instituted said proceedings in rem against said property described and now claimed in said plaintiff's petition in this action by then and there in open court soliciting and filing a certain libel of information in writing, duly drawn, framed, and made in due form of law, and signed by said attorney in his official capacity, against the said property named and described in said plaintiff's petition in this action, and against all persons intervening for their interest therein, including by effect of law any and all owners or pretended owners thereof, and praying that "process of monition may issue against the said property and the owner and owners thereof, and against all persons interested or claiming an interest therein," in a case of seizure and forfeiture.

That in said libel of information so exhibited and filed as aforesaid, was and is definitely and distinctly and articulately, according to law and the rules of proceedings governing such matters, in due form propounded, pleaded, and set forth in writing, certain distinct and definite allegations whereby it distinctly and definitely appears that by virtue of the statute of the United States of America in such case made and provided, and then and at that time in full force and effect, said real estate, property, land, immovable property, together with all and singular the rights, hereditaments, and appurtenances thereto belonging described and set forth in said plaintiff's petition in this cause, and fully described in said libel of information, and charged therein to have been the property of Charles M. Conrad, became and was forfeited to the United States of America, together with the interest or interests, right or rights of any and all manner of persons claiming any right, title, or interest therein or thereto, by reason whereof the said attorney for and in behalf of the said United States, in said libel of information, in due form of law, as he lawfully might, prayed the said court, among other things, that process of monition in due form of law might issue against said property, and the owner or owners thereof, and against all persons interested or claiming an interest therein, warning them at an early day to be named in said process to be and appear in said court and answer said libel of information, and that an order of publication might be made in the usual form in proceedings in rem, and that, after due proceedings had, said property and the interest of all persons therein might be condemned and forfeited, by the judgment of the said court, to the United States of America.

That, according to law, in the due course of proceedings in said court, in compliance with the prayer in said libel, and on the next day, August 8th, 1863, after said libel had been exhibited and

filed as aforesaid, the said court having full and competent authority and jurisdiction so to do, made an order in said cause whereby among other things it was lawfully ordered that notice be given to the owner or owners of said property and real estate, and all persons interested therein, to appear and answer said libel of information on the 31st day of August, 1863, [and show cause, if any they have, why the said property and real estate should not be condemned and sold according to law, and that notice thereof be given by posting a copy of said order upon the door of the court-house in said district, and by publication in the Era newspaper two times a week previous to said 31st day of August, 1863, (This reference approved. F. A. Woolfley, clerk,)] the first publication to be on or before the eleventh day of August, 1863.

That on the 8th day of August, 1863, a process of monition, duly issued according to law, was issued out of said court, under the seal thereof and attested according to law, and delivered to the United States marshal in and for said district, commanding said marshal and his lawful deputies among other things to cite and admonish the owner or owners and all and every other person having or pretending to have any right, title, or interest in or to the said property described in said libel of information, to be and appear before the said district court of the
208 United States for the said district on or before the 31st day of August, 1863, that day being the third Monday after the filing of the said libel and the institution of the said proceedings in rem, to show cause, if any they had, why said property should not be condemned and sold according to the prayer of said libel.

That due, full, and legal service of said process was made by said marshall, according to law in such case provided, whereby and by force whereof said court then and there became and was vested with full power, authority, and jurisdiction over said property, and all and all manner of persons claiming or pretending to have any right, title, and interest in and to said property, and over any and all claims which they or any of them had or could in law assert against or to the same, and the full power, authority, and jurisdiction to hear, adjudge, pronounce, and decree upon the same.

That by means thereof all and all manner of persons whatsoever became and were informed, cited, and admonished that the said pro-
209 ceedings had been instituted and pending in said court against said property and all persons interested or claiming any interest therein, and whereby all persons having or pretending to have any right, title, or interest in or to said property, including said plaintiff and all other holders or owners, became and were by law parties to said cause, and compellable in law either to obey said process and appear in said court within the delay allowed by law, and assert and establish any right, claim, or title which they or any of them might have, or forever abandon the same and stand silent respecting the same forever thereafter.

That in the course of proceedings in said cause in said court, and after the expiration of the period and legal delay within which said person or persons claiming to have any right, title, or interest in and to said property, real estate, lands, and tenements, so libelled in said cause, were required to appear in said court, in said cause, and assert the same, and answer said libel of information, said plaintiff in this cause, and all manner of persons having, or pretending to have, any
210 right, title, or interest, as owner or owners, having utterly failed to be and appear in said cause in said court, he, they, together with all other persons, were, after due proceedings had and proclamation made by said court, adjudged and pronounced in contumacy and

default in said cause, and the said libel of information, and all the matters and allegations pleaded and set forth therein, adjudged and taken pro confesso against them and all of them.

That afterwards, on or about the third day of February, 1865, at and during a stated term of said court commencing on the 21st day of November, 1864, in the due and regular course of proceedings in said cause in said court, the said court, and the judge thereof, having full, lawful, and competent right and authority so to do, did render a final judgment and decree in said cause, by which judgment and decree it was then and there solemnly and publicly adjudged, sentenced, and decreed, in open court, by the judge thereof, by virtue of the power and authority in him vested, that of all of said property named de-
211 scribed in said libel of information in said cause, together with all the improvements thereon, be sentenced, condemned, and forfeited to the United States of America; and, further, that a writ of venditioni exponas issue, and the said property sold, and the proceeds thereof distributed according to law, which said judgment and decree was, on or about the third day of February, 1865, duly signed by said judge.

That the property, real estate, and lands described in said plaintiff's petition, and claimed by him in this action, are in all things the same and identical with the said property so condemned and forfeited, with other property, to the United States by the force and effect of said decree and ordered to be sold as aforesaid.

And said defendant saith that by force of the statutes and laws of the United States in such case made and provided, and by the force and effect of the said sentence, judgment, and decree, and of the proceedings in said court upon which said sentence and decree was and is based, the said plaintiff in this cause, and all and every person having
212 or claiming any right, title, or interest in or to the property condemned and forfeited as aforesaid, became, and at all times after the institution of said cause, and at the time of said final judgment and decree therein, were in law actual parties litigant in said cause, and were and are concluded in law by said final decree, sentence, and judgment therein; and that any and all pretence of title, right, or interest, which they, any, or either of them may, at any time before the date of said decree, have or had in or to said property or any part thereof by virtue of said act of sale, or by any other means, was finally and forever adjudged, decreed, and pronounced against in and by said decree in said cause; and said property, and all and every part thereof, in all things forever freed and discharged from any right or rights which the plaintiff or his alleged vendors, or either of them, or any other person, may have had or pretended to have had prior to said judgment, sentence, and decree rendered against them and said property as aforesaid.

213 That by force of the statutes and laws of the United States in such case made and provided, said judgment and decree vested in the United States of America a full, complete, absolute title to said property and all and every part thereof, free from all claims of other person or persons whatsoever.

That the United States, so being the sole owner of said property by free and unincumbered title as aforesaid, afterwards, to wit, on or about the tenth day of February, 1865, caused to be issued out of said district court, under the seal thereof, in due form of law, duly attested, and based upon the decree and judgment aforesaid, a certain writ of venditioni exponas directed to the marshal of the United States for the eastern

district of Louisiana, or either of his lawful deputies, which said writ recited said judgment and decree, and commanded the said marshal or his deputies to sell the said property to the highest bidder at public auction at the Merchants' and Auctioneers' Exchange, in the city of New Orleans, within said district, on the 22d day of March, 1865,
214 at 12 o'clock noon, after due and legal advertisement, notice, proclamation, etc.

That by virtue of said writ said marshal, after having given due and legal notice and advertisement, as required by law and directed by said writ, did expose and offer said property for sale on said 22d day of March, 1865, at the hour named in said writ, at the place and as directed by said writ, in all things complying with the law governing such matters.

That said defendant became and was the last and highest bidder for each of the three pieces or portions of the said property which are described by the plaintiff in his petition and now claimed by him in this action at the said sales; whereupon the said property, with all the buildings and improvements thereon, being in three portions as aforesaid, were severally adjudicated by said marshal to said defendant, who then and there paid to the said marshal for the United States the prices and sums bidden therefor, respectively, and thereby became, and in
215 law was and is, the lawful owner of all of said property described in said plaintiff's petition, free from any claims or rights previously held by any person or persons whatsoever.

That afterwards, and in order to furnish said defendant full and perfect evidence of the absolute and perfect title of said defendant in and to said property described in plaintiff's petition, and so sold and adjudicated to said defendant at the marshal's sale aforesaid, the said marshal, by virtue of the authority in him vested, and under the direction of the said district court, and the lawful rules thereof made by said court, having full and lawful authority in that behalf, on or about the 29th day of March, 1865, did make, execute, and deliver, in due form of law, to said defendant, who received and accepted the same, three several acts or deeds of sale, evidencing the sale and adjudication of each of said three properties described in the plaintiff's petition to said defendant, and granting and conveying all the said lands, prem-
216 ises, and property described in said petition, and so condemned and forfeited to the United States, and sold to said defendant at said sale, whereby this defendant became, and was, and is in law unto himself, his heirs and lawful assigns, in all things possessed and seized of all said lands and property, and all improvements and appurtenances thereunto belonging, by full, complete, absolute, and unincumbered title, free from any and all pretended rights and claims whatsoever. All of which more fully appears from a full, complete, and duly-authentic copy or transcript (as well as an examined one) of the records and proceedings in said cause in said United States district court for the eastern district of Louisiana, now remaining in the custody of the clerk of the district court of the United States for the district of Louisiana, at the city of New Orleans, hereunto attached and herewith filed and made part hereof and marked "A."

That by the aforesaid record or transcript it further appears, from a mandate issued from the circuit court of the United States, sitting in and for the fifth judicial circuit and district of Louisiana, ad-
217 dressed to the honorable the judge of the district court of the United States for the district of Louisiana, the legal successor of said eastern district of Louisiana, in the name of the President of the

United States of America, which mandate recites the judgment and decree of the said district court of the eastern district of Louisiana in full against the said property described in said plaintiff's petition. That said circuit court, in obedience to the mandate of the Supreme Court of the United States to said circuit court directed, hath ordered, adjudged, and decreed that the said judgment rendered by the said district court on the 3rd February, 1865, be, and the same be and is hereby, affirmed, and that such proceedings be had in said cause as, according to right and justice and the laws of the United States, ought to be had, notwithstanding the writ of error by which said cause had been taken to said circuit court.

That the said three acts or deeds of sale, so made by the marshal aforesaid, were and are duly recorded in the office of the registry of conveyances in and for the parish of Orleans aforesaid, and that all
218 and singular the matters in this answer set forth the said plaintiff and all persons having or pretending to have any right, title, or interest in or to the said property at any time, have at all times had full notice, and that said acts or deeds of sale were recorded as aforesaid in said office on or about the 20th day of June, A. D. 1865, and will be exhibited on the trial of this cause.

That the sales aforesaid of the said three pieces of property, with the buildings and improvements thereon, described in said plaintiff's petition, were each in substance and effect ratified and confirmed by the said United States district court for the eastern district of Louisiana, by an order of said court duly made on the 13th day of April, 1865, distributing the proceeds of the said sales in the name and for the use of the said vendor, the said United States; the venditioni exponas issued in said case having been duly and previously returned into court, showing the gross proceeds of the sales of all the property condemned in said cause and ordered to be sold to be ten
219 thousand two hundred and twenty-five dollars, of which the said defendant has paid the amounts bidden by him—that is to say, for the property first described in said plaintiff's petition, five thousand and two hundred dollars; for the property secondly described in said petition, one thousand five hundred and fifty dollars, and for the property thirdly described in said petition, six hundred and fifty dollars; and that in obedience to the judgment and decree of distribution made, of said 13th day of April, 1865, the proceeds of said sales, after the deduction of such fees and charges as were authorized by law so to be allowed by the court, and so allowed, including the sums paid by said defendant as aforesaid, were ordered by the said court in the last-mentioned decree to be paid into the Treasury of the United States, which was accordingly done.

Further answering, the said defendant denies that Charles M. Conrad did ever in good faith transfer and convey to his sons, Charles A. Conrad and the plaintiff herein, the property described in said plaint-
220 iff's petition, but avers that the pretended act of transfer and conveyance set up by plaintiff as derived from the said Charles M. Conrad contained no certain description of said property, or any part thereof, and was and is simulated, without valid consideration, null and void, and was and is not sufficient in description and in law to transfer property; and that said act was never duly recorded by the register of conveyances at the time alleged in said petition, or at any time; and defendant denies that plaintiff acquired any part of said property from his brother Charles A. Conrad, but avers that the act of transfer and conveyance set up by plaintiff to establish such conveyance and the

transaction or contract alleged, was and is simulated, without valid consideration, null and void.

And defendant avers that the said Charles M. Conrad was at the time of the alleged transfer to his sons an enemy of the United States, a member of the congress of the so-called Confederate States, and engaging and abetting the rebellion then notoriously existing against the Government thereof, and was therefore incompetent to make the said act, and to do the said act of transfer, to defeat the rights of the Government in its effort to provide revenue for the support of the Army as afterwards provided in the statute herein cited by title.

And defendant further saith that the said plaintiff ought not to have and maintain this his action against this defendant, for that the said action is inhibited by force and effect of the fifth section of the statute above cited by title, under which statute the said property now claimed by plaintiff was forfeited, condemned, and sold as aforesaid, for that said plaintiff was and is one of the persons described in said fifth section of said statute, having been from a period prior to the 17th day of July, 1862, to a period long subsequent to the condemnation and sale of said property, in armed rebellion against the United States of America, in the State of Virginia and in several of the so-called Confederate States, or States declared by the President of the United States to be at that time in a state of insurrection, as an aider of the rebels in arms against the Government of the United States, which said facts are confessed by the plaintiff in his petition herein.

Wherefore, all the foregoing premises considered, the said defendant prays that there be judgment in his favor and against the said plaintiff with costs.

And he prays for all legal, general, and, equitable relief, and, as in duty bound, will ever pray.

(Signed) J. R. BECKWITH,
Att'y for Defendant.

Exhibit A, referred to in the answer of Rufus Waples.—Filed April 2d, 1875.

Record of the district court of the United States, eastern district of Louisiana.

IN THE SUIT OF THE UNITED STATES
vs.
TEN LOTS OF GROUND, PROPERTY OF CHARLES M. Conrad. } No. 7653.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana.

The libel of information of Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who prosecutes for the said United States in this behalf, and being here present in court, in his own proper person, in the name and behalf of the said United States of America, against the estate, property, money, stocks, credits and effects hereinafter described, and against all persons intervening for their interest therein, in a case of seizure and forfeiture, alleges, propounds, and declares as follows:

1. That James Graham, esq., marshal of the United States for the said district, under written authority given him by

said attorney, in compliance with instructions issued by the Attorney-General of the United States to the district attorneys thereof, and by virtue of the act of Congress approved on the 17th day of July, in the year of our Lord 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," heretofore, that is to say, on the twenty-ninth day of July, in the year of our Lord one thousand eight hundred and sixty-three, seized as forfeited to the said United States, at New Orleans, within said district and within the jurisdiction of this court, two lots of ground, situate in suburb St Mary, between St Joseph & Delord streets, designated by the Nos. 7 & 8 on a plan by C. F. Zimpel, 8th April, 1835, deposited in the office of W. C. Christy. Said lots adjoin each other and measure, each: No. 7 measures 24 feet front on Camp street by 116 feet 10 inches and 5 lines deep between parallel lines.

Lot No. 8 has a like and equal front on Camp street by 127 feet 10 inches deep between parallel lines, English measure, together with the buildings and improvements thereon.

225 A certain lot of ground, with the four-story brick store thereon, situate in the first district of said city, in the square bounded by Camp, Gravier, St Charles and Poydras streets, designated by the No. 47 on a plan by T. Thompson, 7th May, 1842, deposited in the office of H. B. Cenas, which lot of ground measures 23 feet front on Camp street by a depth of 20 feet between parallel lines.

A certain lot of ground, situate on the batture in front of the first district, in the square bounded by New Levee, Lafayette, Fulton, and Girod streets, designated by the No. 11 on a plan known as the plan of J. A. Beard, duly certified by Hugh Grant, then surveyor of said district, dated 12th January, 1852, deposited in the office of H. B. Cenas. Said lot measures, according to said plan, 24 feet 2 inches and 7 lines front on New Levee street, and 24 feet 3 inches and 3 lines on said Fulton street, by a depth of 119 feet 3 inches and 2 lines on the line which divides it from lot No. 12, (American measure,) together with all the buildings and improvements thereon.

The one undivided half of a certain lot of ground, situate in the first district of said city, in the square bounded by Julia, Magazine,

226 Notre Dame, and Tchoupitoulas streets, measuring 65 feet front on Julia street by 151 feet deep on the side towards Magazine street, 153 feet 9 inches in depth on the other side, adjoining the property of Peters, Miller, & others, 35 feet 7 inches in width on the rear, adjoining the fire-engine co. of No. 6. The whole in conformity to a plan drawn by Ja's Pilie, surveyor, and annexed to an act passed before C. Pollock on the 12th May, 1836.

All and singular the lot of ground, together with the three-story brick dwelling-house, the three-story brick buildings and convenient stable erected thereon, situate on the western side of Carondelet street, between Hevia & Poydras streets, in the suburb St Mary, designated as lot No. 3, on a plan by C. F. Zimpel, surveyor, dated 10th December, 1833, *deposited* as plan No. 1, in the book of plans of J. Mossy, notary; said lot measures 23 feet 8½ inches front on Carondelet street by 23 feet 9 inches and 2 lines, more or less, in the rear, by a depth of 147 feet 11 inches, more or less, on the boundary-line of lot No. 2, and 149 feet 10½ inches, more or less, on the boundary-line of lot No. 4. The place between the stable and yard is reserved by the said act as an alley to be appropriated forever to the common use of this and the five ad-

227 joining tenements designated on said plan.

Four certain lots of ground situated in the faubourg Livaudais,

parish of Jefferson, in the square bounded by Prytania, First, Second, and Nayades streets, designated by the Nos. 1, 2, 3, & 4, on a plan by Knell & Werner, on the 10th May, 1848, deposited in the office of H. B. Cenas, notary. Lots Nos. 1, 2, & 3 measure each 28 feet 1 inch 3 lines front on Prytania street, by 120 feet in depth between parallel lines, lot No. 1 forming the corner of First and Prytania. Lot No. 4 measures 28 feet 1 inch and 2 lines front on Prytania street, by 120 feet deep between parallel lines, American measure.

2. That the person who owns the said property, Charles M. Conrad, of New Orleans, L'a, is, and was on the 17th day of July, 1862, and previously thereto had been, the owner thereof.

3. That certain States forming a part of the territory and constituting a part of the United States of America, and specifically enumerated by the President of the United States in his proclamation duly issued, and bearing date the first day of July, A. D. eighteen hundred and sixty-two, are now engaged, and were at the time said proclamation was issued engaged, and have since continued to be en-
228 gaged, in armed rebellion against the lawful authority of the United States.

4. That by the act of the Congress of the United States approved the seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," provision was made for the seizure and confiscation of the property of persons engaged in armed rebellion against the lawful authority of the United States, and of other persons, as therein set forth.

5. That the said Charles M. Conrad, the person whose property is herein seized subsequently to said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, did act as an officer of the army or navy of the rebels in arms against the Government of the United States, or as a member of congress, or as a judge of a court, or as a cabinet officer, or as a foreign minister, or as a commissioner, or as a consul of the so-called Confederate States of America; or that, while owning property in a loyal State or Territory
229 of the United States, or of the District of Columbia, he did give aid and comfort to the rebellion against the United States, and did assist such rebellion.

6. That the said Charles M. Conrad, the person who owns the said property, subsequently to said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, did act as governor of a State, or as a member of a convention or legislature, or as judge of a court of one of the so-called Confederate States of America, to wit, the State of Louisiana, or did hold an office in the so-called Confederate States of America, after having held an office of trust or profit in the United States; or did hold an office or agency under the government of the so-called Confederate States of America, or under one of the States thereof, said office being national, State, or municipal in its name & character, which said office or agency he accepted after the date of the pretended ordinance of secession of the State of Louisiana; that he did take an oath of allegiance to or to support the constitution of the so-called Confederate States.

7. That the said Charles M. Conrad, the person who owns the
230 said property, subsequently to said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, within a State or Territory of the United States, was engaged in armed

rebellion against the Government of the United States, and did not within sixty days after public warning and proclamation duly given and made by the President of the United States on the twenty-fifth day of July, in the year of our Lord eighteen hundred and sixty-two, cease to aid, countenance, and abet such rebellion and return to his allegiance to the United States.

8. That the said Charles M. Conrad, person who owns the said property, subsequently to said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, within a State or Territory of the United States, was engaged in aiding and abetting an armed rebellion against the Government of the United States, and did not within sixty days after public warning and proclamation duly given and made on the twenty-fifth day of July, in the year of our Lord eighteen hundred and sixty-two, by the President of United States,
231, 232 cease to aid, countenance, and abet such rebellion and return to his allegiance to the United States.

9. That by reason of the premises, the property herein described, and all the right, title, interest, and estate of the said person or persons whose property is described herein, became and was forfeited to the United States, and ought to be condemned to their use.

Wherefore the said attorney, in the name and behalf of the United States of America, prays that process of monition may issue against the said property and the owner and owners thereof, and against all persons interested or claiming an interest therein, warning them at some early day, to be therein named, to appear and answer this libel of information, and that order of publication may be made in the usual form, and that the court may grant such further and other relief as to law and justice may appertain, and as this court is competent to give in the premises; and that after due proceedings had the said property may be condemned and forfeited to the United States of America, and he prays for general relief.

(Signed) RUFUS WAPLES,
U. S. District Attorney for the Eastern District of Louisiana.

233 *Order of publication.—Issued Aug. 8th, 1863.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
TEN LOTS OF GROUND, THE PROPERTY OF Charles M. Conrad. } No. 7653.

Whereas two lots of ground, situate in suburb S't Mary, between S't Joseph & Delord streets, designated by the Nos. 7 & 8, on a plan by C. F. Zimpel, 8th April, 1835, deposited in the office of W, Christy. Said lots adjoin each other, and measure, each—No. 7 measures 24 feet front on Camp st. by 116 feet 10 inches & 5 lines deep, between parallel lines. Lot No. 8 has a like & equal front on Camp street by 127 feet 10 inches deep, between parallel lines, English measure, together with the buildings and improvements thereon.

A certain lot of ground, with a four-story brick store thereon, situate in the first district of said city, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, designated by the No. 47 on a plan by T. Thompson, 7th May, 1842, deposited in the office of H. B.
234 Cenas, which lot of ground measures 23 feet front on Camp street by a depth of 90 feet between parallel lines.

A certain lot of ground, situate on the battarre in front of the first district, in the square bounded by New Levee, Lafayette, Fulton, and Girod streets, designated by the No. 11 on a plan known as the plan of J. A. Beard, duly certified by Hugh Grant, then surveyor of said district, dated 12th January, 1852, deposited in the office of H. B. Cenas. Said lot measures, according to said plan, 24 feet 2 inches & 7 lines front on New Levee st. and 24 feet 3 inches & 3 lines on said Fulton st. by a depth of 119 feet 3 inches and 2 lines on the line which divides it from lot No. 12, American measure, together with all the buildings & improvements thereon.

The one undivided half of a certain lot of ground situate in the first district of said city, in the square bounded by Julia, Magazine, Notre Dame, & Tchoupitoulas streets, measuring 65 feet front on Julia street by 151 feet deep on the side towards Magazine st., 153 feet 9 inches in depth on the other side, adjoining the property of Peters, Miller,
235 and others, 35 feet 7 inches in width in rear, adjoining fire-engine co. of No. 6. The whole in conformity to a plan drawn by Ja's Pilie, surveyor, and annexed to an act passed before C. Pollock on the 12 May, 1836.

All and singular the lot of ground, together with the three-story brick dwelling-house, the three-story brick buildings and convenient stable erected thereon, situate on the western side of Carondelet street, between Hevia & Poydras streets, in the suburb S't Mary, designated as lot No. 3 on a plan by C. F. Zimpel, surveyor, dated 16 December, 1833, deposited as plan No. 1 in the book of plans of J. Mossy, notary. Said lot measures 23 feet 8½ inches front on Carondelet street, by 23 feet 9 inches & 2 lines, more or less, in the rear, by a depth of 147 feet 11 inches, more or less, on the boundary-line of lot No. 2, & 149 feet 10½ inches, more or less, on the boundary-line of lot No. 4. The place between the stable & yard is reserved by the said act as an alley to be appropriated forever to the common use of this and the five adjoining tenements on said plan.

236 Four certain lots of ground, situate in the faubourg Livandais, parish of Jefferson, in the square bounded by Prytania, First, Second, and Nayades streets, designated by the No's. 1, 2, 3, & 4 on a plan by Knell & Werner, on the 10th of May, 1848, deposited in the office of H. B. Cenas, notary. Lots Nos. 1, 2, & 3 measure each 28 feet 1 inch 3 lines front on Prytania st. by 120 feet in depth between parallel lines, lot No. 1, forming the corner of First & Prytania st's. Lot No. 4 measures 28 feet 1 inch 2 lines front on Prytania street, by 120 feet deep between parallel lines, American measure, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in anywise appertaining, and all the right, title, and interest of the said Charles M. Conrad therein, has been seized by the marshal of the United States for the eastern district of Louisiana, by virtue of an act of Congress, approved on the 17th day of July, in the year of our Lord 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes."

237 And whereas the United States attorney for the eastern district of Louisiana did, on the 7th day of August, A. D. 1863, file a libel of information in this court, praying the condemnation of said property and real estate under the act aforesaid, and that process of monition issue against the owner and owners of said property and real estate and all persons interested or claiming an interest therein, warning them at some early day to appear and answer said information;

It is, therefore, on this 8th day of August, in the year of our Lord 1863, ordered that notice be given to the owner and owners of said property and real estate, and all persons interested or claiming an interest therein, to appear and answer this information on the 31st day of August, and show cause, if any they have, why said property and real estate, and the right, title, and interest therein of the said Charles M. Conrad, should not be condemned and sold according to law, and that notice be given by posting a copy of this order upon the front door of the court-house of the district, and by publication in the Era newspaper twice a week previous to said 31st day of August, A. D. 1863, the
238 first publication to be on or before 11th inst.

New Orleans, August 8th, 1863.

(Signed) E. H. DURRELL, *Judge.*

239 The President of the United States of America to the marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your possession take, the property, a full description whereof is hereto annexed as a part of this writ, together with all the improvements, building', privileges, & other hereditaments thereunto belonging, as well as all the right, title, and interest of Charles M. Conrad therein, now libelled by the United States for the causes set forth in the libel now pending in district court of the United States for the eastern district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having, or pretending to have, any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans on or before the third Monday from the service hereof, to show cause, if any they have, or can, why the said property, &c., should not be condemned and sold agreeably to the prayer of libellant, and how you have executed this warrant; that you make return according to law.

240 Witness the honorable Edward H. Durell, judge of the said court at New Orleans, this 8th day of August, 1865, and the 88th year of the Independence of the United States.

[L. S.] (Signed) ALFRED SHAW, *Clerk,*
By K. LOEW, *D'y Clerk.*

Marshal's return.

Received August 8th, 1863, and, in obedience to the within warrant, seized and took into my possession the within-described property, posted copies of the libel of information, this warrant, and the order of the judge, on the door of the court-house, & published monition in the Era, a daily newspaper printed and published in the city of New Orleans, on the 11, 15, 19, 22, 25, 29 August, 1863.

Returnable 31st August, 1863.

(Signed) JAMES GRAHAM, *U. S. Marshal.*

Filed August 29th, 1863.

K. LOEW, *D'y Clerk.*

241 *Description of property annexed to warrant.*

Description of real estate libelled in suit No. 7653.

Two lots of ground situated in suburb S't Mary, between S't Joseph

and Delord streets, designated by the Nos. 7 & 8 on a plan by R. F. Zimpel, 8th April, 1835, deposited in the office of W. C. Christy. Said lots adjoin each other, & measure, each—No. 7 measures 24 feet front on Camp street by 116 feet 10 inches 5 lines deep, between parallel lines; lot No. 8 has a like & equal front on Camp street by 127 feet 10 inches deep, between parallel lines, English measure; together with the buildings and improvements thereon.

A certain lot of ground, with the four-story brick store thereon, situated in the first district of said city, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, designated by the No. 47 on a plan by T. Thompson, 7th March, 1842, deposited in the office of H. B. Cenas, which lot of ground measures 23 feet front on Camp street by a depth of 90 feet, between parallel lines.

242 A certain lot of ground situated on the batture in front of the first district, in the square bounded by New Levee, Lafayette, Fulton, and Girod streets, designated by the No. 11 on a plan known as the plan of J. A. Beard, duly certified by Hugh Grant, then surveyor of said district, dated 12th January, 1852, deposited in the office of H. B. Cenas. Said lot measures, according to said plan, 24 feet 2 inches and 7 lines front on New Levee street, and 24 feet 3 inches 3 lines on said Fulton st. by a depth of 119 feet 3 inches and 2 lines on the line which divides it from lot No. 12, American measure; together with all the buildings and improvements thereon.

The one undivided half of a certain lot of ground situated in the first district of said city, in the square bounded by Julia, Magazine, Notre Dame, and Tchoupitoulas streets, measuring 65 feet front on Julia street by 151 feet deep on the side towards Magazine street, 153 feet 9 inches in depth on the other side, adjoining the property of Peters, Miller, & others, 35 feet 7 inches in width on the rear, adjoining the fire-engine co. of No. 6. The whole in conformity to a plan drawn by Ja's Pilie, surveyor, and annexed to an act passed before C. Pollock on the 12th May, 1836.

243 All and singular the lot of ground, together with the three-story brick dwelling-house, the three-story brick buildings and convenient stable erected thereon, situated on the western side of Carondelet street, between Hevia and Poydras streets, in the suburb S't Mary, designated as lot No. 3 on a plan by C. F. Zimpel, surveyor, dated 10th December, 1833, deposited as plan No. 1 in the book of plans of J. Mossy, notary. Said lot measures 23 feet 8½ inches front on Carondelet street by 23 feet 9 inches & 2 lines, more or less, in the rear, by a depth of 147 feet 11 inches, more or less, on the boundary-line of lot No. 2, and of 149 feet 10½ inches, more or less, on the boundary-line of lot No. 4. The place between the stable and yard is reserved by the said act as an alley to be appropriated forever to the common use of this and the five adjoining tenements designated on said plan. Four certain lots of ground situated in the fauxbourg Livandais, parish of Jefferson, in the square bounded by Prytania, First, Second, & Nayades streets, designated by the Nos. 1, 2, 3, & 4 on

244 a plan by Knell & Werner, on the 10th May, 1848, deposited in the office of H. B. Cenas, notary. Lots Nos. 1, 2, & 3 measure each 28 feet 1 inch 3 lines front on Prytania street by 120 feet in depth between parallel lines. Lot No. 1 forming the corner of First & Prytania streets. Lot No. 4 measures 28 feet 1 inch & 2 lines front on Prytania streets by 120 feet deep, between parallel lines, American measure.

True copy. Aug. 8th, 1863.

(Signed) K. LOEW, *D'y Clerk.*

Marshal's monition annexed to warrant.

UNITED STATES
vs.
TEN LOTS OF GROUND, THE PROPERTY OF Charles M. Conrad. } No. 7653.

In the United States district court, eastern district of Louisiana.

In obedience to a warrant issued in this court, to me directed, in the above-entitled suit, I have seized and taken into my possession two lots of ground situated in suburb S't Mary, between S't Joseph and Delord streets, designated by the Nos. 7 & 8 on a plan by C. F. Zimpel, 8th April, 1835, deposited in the office of M. Christy. Said lots adjoin each other and measure, each—No. 7 measures 27 feet front on Camp street by 116 feet 10 inches & 5 lines deep between parallel lines; lot
245 No. 8 has a like & equal front on Camp street by 127 feet 10 inches deep between parallel lines, English measure.

A certain lot of ground situate in the first district of said city, in the square bounded by Camp, Gravier, S't Charles, & Poydras streets, designated by the No. 47 on a plan by F. Thompson, 7 May, 1842, deposited in the office of H. B. Cenas, which lot of ground measures 23 feet front on Camp street by a depth of 90 feet between parallel lines.

A certain lot of ground situate on the battare in front of the first district, in the square bounded by New Levee, Lafayette, Fulton, and Girod streets, designated by the No. 11 on a plan known as the plan of J. A. Beard, duly certified by Hugh Grant, then surveyor of said district, dated 12th January, 1852, deposited in the office of H. B. Cenas. Said lot measures according to said plan 24 feet 2 inches & 7 lines front on New Levee street, & 24 feet 3 inches & 3 lines on said Fulton street by a depth of 119 feet 3 inches & 2 lines on the line which divides it from lot No. 12, American measure.

The one un'vided half of a certain lot of ground situate in the first district of said city, in the square bounded by Julia, Magazine, Notre Dame, & Tchoupitoulas streets, measuring 65 feet front on
246 Julia street by 151 feet deep on the side towards Magazine street, 153 feet 9 inches in depth on the other side, adjoining the property of Peters, Miller, & others, 35 feet 7 inches in width on the rear, adjoining the fire-engine co. No. 6. The whole in conformity to a plan drawn by Tho's Pilie, surveyor, and annexed to an act passed before C. Pollock on the 12th May, 1836.

All and singular the lot of ground situate on the western side of Carondelet street, between Hevia and Poydras streets, in the suburb S't Mary, designated as lot No. 3 on a plan by C. F. Zimpel, surveyor, dated 10th December, 1833, deposited as plan No. 1 in the book of plans by T. Mossy, notary. Said lot measures 23 feet 8½ inches front on Carondelet, by 23 feet 9 inches & 2 lines, more or less, in the rear, by a depth of 147 feet 11 inches, more or less, on the boundary-line of lot No. 2, and 149 feet 10½ inches, more or less, on the boundary-line of lot No. 4. The place between the stable and yard is reserved by the said act as an alley, to be appropriated forever to the common use of this & the five adjoining tenements designated on said plan.

Four certain lots of ground situate in the faubourg Livandais, in
247 the parish of Jefferson, in the square bounded by Prytania, First, Second, and Nayades streets, designated by the Nos. 1, 2, 3, & 4 on a plan by Knell & Werner, on the 10th May, 1848, deposited in the

office of H. B. Cenas, notary. Lots Nos. 1, 2, and 3 measure each 30 feet 1 inch 3 lines front on Prytania street, by 120 feet in depth between parallel lines, lot No. 1 forming the corner of First & Prytania. Lot No. 4 measures 28 feet 1 inch & 2 lines front on Prytania street by 120 feet deep between parallel lines, American measure.

Together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in anywise appertaining, and all the right, title, and interest of the said Charles M. Conrad therein, now libeled by the United States for the reasons assigned and set forth in the *in the* libel in the above-entitled suit, now pending in the said district court.

And I do hereby cite and admonish the owner or owners thereof, and all persons having or pretending to have any right, title, or interest in or to the same, to be and appear at a district court of the United States for the district aforesaid, to be holden at the city of New
248 Orleans, on or before the third Monday from the date hereof, to show cause, if any they have or can, why the said above-described property should not be condemned and forfeited to the United States, agreeably to the prayer of the libellants.

United States marshal's office, New Orleans, 11th day of August, 1863.

(Signed) JAMES GRAHAM,
U. S. Marshal.

AUGUST 11, 15, 19, 22, 25, 29.

Default.—Extracts from the minutes of Sept'r 1st, 1863.

UNITED STATES
vs.
TEN LOTS OF GROUND, THE PROPERTY OF Charles M. Conrad. } No. 7653.

The delay allowed by law having expired herein, and no claim or defence having been filed, after due monition & proclamation, on motion of the dist. att'y, it is ordered that all persons interested in the property seized herein be pronounced in contumacy & default, and the libel adjudged and taken pro confesso.

Testimony for libellants.—Filed May 5th, 1864.

249 United States district court, eastern district of Louisiana.

UNITED STATES
vs.
10 LOTS OF GROUND, THE PROPERTY OF C. M. Conrad.

APRIL 19TH, 1864—5 o'clock p. m.

Before Charles Claibor'e, U. S. com'r, on the part of libellants, duly sworn, deposes:

I reside in Rapides Parish. I arrived in the city on the 7th inst. I was in Rapides Parish at the time of the last rebel congressional election. Charles M. Conrad was a candidate. I saw tickets with his name on them. I knew of no other candidate for congress. I understood M'r Conrad to be elected. I saw it afterwards in print in the Western Democrat, a paper published at Alexandria. It was generally under-

stood there that C. M. Conrad had received the majority of the votes cast.

I have the same sort of knowledge of the election of C. M. Conrad, to the rebel congress that I have that Abraham Lincoln was elected to the Presidency in the last presidential election. I have seen the name of C. M. Conrad mentioned in the reports of the proceedings of the rebel congress at Richmond.

(Signed) JOHN A. NEWELL.

250 Sworn to & subscribed before me this 19th April, 1864.
(Signed) CHA'S CLAIBORNE,
U. S. Com'ner.

I. E. Wallace, a witness on the part of libellant, duly sworn:

I am a member of the bar of Louisiana. Formerly resided in De Soto Parish, now a resident of the city of New Orleans. I know that Charles M. Conrad was elected to the congress of the Confederate States. I travelled with him between Atlanta, Georgia, and Jackson, Mississippi, at which time he stated to me that he was on his return from the rebel congress. This was in April, 1862.

He introduced me to several other members of congress in the cars with us. I know by common report that he was re-elected to the rebel congress. I know of my own knowledge that an election took place for members of the rebel congress, and to the best of my knowledge he was re-elected.

This was about a year ago—sometime in 1863. I was then at Avery's Island, in the State of Louisiana.

(Signed) I. E. WALLACE.

Sworn to and subscribed before me this 19th April, 1864.
251 (Signed) CHA'S CLAIBORNE,
U. S. Com'ner.

Order taxing district att'y's fee.—Extract from minutes of 28 *June*, 1864.

UNITED STATES
vs.
10 LOTS OF GROUND, PROPERTY OF C. M. Conrad. } No. 7653.

Ordered that $1,520 be taxed as the fees due Rufus Waples, U. S. dist. att'y, for services rendered in this case up to date.
June 27, '64.

Intervention of State of La. Filed Aug. 31st, 1864.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
CHARLES M. CONRAD. } No. 7653.

To the honorable E. H. Durell, judge of the district court of the United States in and for the eastern district of Louisiana:

The intervention of B. L. Lynch, attorney-general of the State of Louisiana, and in his said capacity representing said State, alleges and articulately propounds as follows:

252 That the defendant herein is indebted unto the said State of Louisiana, herein intervenor, in the sum of $608.75, for this, to wit:

That in the year 1861 an assessment was duly and legally made by the State assessor of the State of Louisiana of all the property within the limits of the parish of Orleans; that the said assessment-roll was duly adopted after the delay required by law, and shows that the State tax of the said defendant amount' to the sum of $304.80 for said year; that in the year 1862 an assessment was made in manner and form as required by law, by the said State assessor, of all the property contained within the limits of said parish, and that the defendant herein stands assessed upon said assessment-roll of the year 1862 for the sum of $303.95, for property owned by him in the city of New Orleans during the latter year, which two sums herein above referred to amount to $608.75; all of which will more fully and at large appear from a certified copy of each of said assessment-rolls and other evidence to be produced upon the trial of this cause.

That under and by virtue of an act of Congress approved July 16th, 1862, the proceedings in this case must conform as nearly as may
253 be to proceedings in admiralty or revenue cases, and that according to admiralty proceedings and jurisdiction, ordinary or general creditors may claim the property or proceeds of property brought into registry and to be disposed of or distributed by the court.

That under and by virtue of the laws of the State of Louisiana, the property seized and taken into possession of the marshal of the United States was, at the time of such seizure and taking into possession, pledged to the State of Louisiana, in payment of her claims, as one of his creditors.

That under and by virtue of the laws of the State of Louisiana in such cases made and provided, intervenor has a lien and privilege upon the property seized by the marshal aforesaid, which lien or privilege is of a higher rank than any mortgage or other incumbrance whatever; that the said property, at the time of such seizure, and previous thereto, was held and owned by the said Cha's M. Conrad, subject to and encumbered with a lien and privilege for the payment of intervenor's claim, amounting, as aforesaid, to $608.75.

That at the time of filing libel or information, and at the time of the seizure aforesaid by the marshal, intervenor was entitled by the
254 laws of Louisiana to enforce her claim and demand specifically against the property seized and taken as aforesaid into the hands of the United States marshal.

That all and singular the premises are true and within the jurisdiction of this court.

Wherefore intervenor prays that by an order of this honorable court she may be authorized to appear and prosecute this intervention; that due process of law, according to the course and practice of the court in like cases may issue, and that Rufus Waples, esq're, district attorney of the United States for said district, may be cited to appear and answer all and singular the matters aforesaid; and that this honorable court would be pleased to declare, pronounce, and decree that the claim and demand of intervenor against the said Charles M. Conrad, amounting to the sum of $608.75, as hereinabove set forth, be allowed; that judgment for said claim be rendered in favor of intervenor and against the said Cha's M. Conrad; that the lien and privilege aforesaid upon the lot of ground seized by the marshal herein be recognized and en-

forced for the payment of intervenor's aforesaid claim, with her costs in this behalf expended.

255 That in the event of this court proceeding to render judgment of condemnation against said lot, then that your honor, notwithstanding such condemnation, and before awarding the aforesaid lot of ground or property, or the proceeds arising therefrom, to the United States, or to any inferior or inferiors, person or persons whatsoever, will first provide for the payment by such lot, or its proceeds, if the same is sold at suit of Government, of intervenor's claim and demand aforesaid, and that intervenor may have such other and further relief in the premises as in law and justice she may be entitled to receive, with her costs, &c.

(Signed) B. L. LYNCH.
B. L. LYNCH,
Attorney-General, for Intervenor.

Sworn to and subscribed before me this 31st day of August, in the year of our Lord 1864.

(Signed) K. LOEW, *D'y Clk.*

Taxation of marshal's costs.

It appears from the minutes of 6th September, 1864, that the marshal's costs were taxed by the court at $92.24.

Testimony for libellants.—Filed December 26th, '64.

U. S. district court, eastern dist. of Louisiana.

UNITED STATES
vs.
256 TEN LOTS OF GROUND, THE PROPERTY of C. M. Conrad.

MAY 18TH, 1864—5 o'clock p. m.

Before Charles Claiborne, U. S. commissioner.
R. R. Barron, for libellants, sworn, deposes:

I reside in Louisiana, in the parish of Terre Bonne. I have known Mr. C. M. Conrad for many years. I understood he was a candidate for the Confederate congress & that he was elected. I know it as I know that Lincoln was elected President of the United States. I have never heard of his resigning. The election for the Confederate congress took place after secession. From general report, I know that he is a member of the Confederate congress at this time.

(Signed) R. BARRON.

Sworn to & subscribed before me this 18th day of May, 1864.

(Signed) CH'S CLAIBORNE,
U. S. Com'r.

Notice to U. S. commissioner.—Issued Jan'y 18th, 1865.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
257 PROPERTY OF C. M. CONRAD. } No. 7653.

To Cha's Claiborne, U. S. com'r:

You are hereby notified that testimony will be taken before you in the

above-entitled cause on Thursday, the 19th day of January, 1865, at the clerk's office, at 12 o'clock m., on behalf of libellant.

New Orleans, Jan'y 18th, 1865.

[L. S.] (Signed) W. S. BENEDICT,
D'y Clerk.

Marshal's return.

Received Jan'y 18th, 1865, and on the same day, month, and year served a copy of the within notice on Cha's Claiborne, U. S. commissioner, in person.

New Orleans, Jan'y 19th, 1865.

(Signed) M. EGAN,
D'y U. S. Marshal.

Testimony for libellant.—Filed Jan'y 19th, 1865.

United States district court, eastern district of Louisiana.

UNITED STATES
vs. } No. 7653.
PROPERTY OF C. M. CONRAD.

Testimony taken in presence of district attorney, N. O., January 19th, 1865—12 m.

258 Robert Dalton, being duly sworn for libellant, deposes and says:

I know M'r Cha's M. Conrad. I last saw him two years ago next March, in Richmond, Virginia. I think he was then a member of the rebel congress. He was formerly a resident of this State. I saw him on the streets of Richmond, at the corner of 7th & Main, at a hotel there. I may have seen him since that time, but don't remember. I was introduced to him as a member of the Confederate congress by M'r Burke or Col. Walton; he did not deny his being a member of the rebel congress.

In this contest M'r Conrad is on the rebel side. I suppose M'r Conrad is doing all he can for his cause. He is by common report a very prominent man in the Confd. States gov't. He is looked upon in that light by everybody. I solicited his influence for me as a member of congress. I had business with him as such.

(Signed) ROBERT DALTON.

Sworn to and subscribed before me this 19th January, 1865.

(Signed) CHA'S CLAIBORNE,
U. S. Com'r.

Harmon Doane, being duly sworn for libellant, deposes and says:

259 I am slightly acquainted with C. M. Conrad. I think I knew him here slightly some years ago. He has been a politician for a long time; that is his character. I think he was at one time a member of Congress of the U. S., and also Secretary of War of the U. S. He was reported to be a member of congress of the so-called Confederate States; public report said so. This was one year ago. He is a man of considerable ability & reputation.

I saw him once in Richmond; met him casually. I was in neither house of congress while they were in session. I should presume by common report that he was taking a prominent part in this contest, as a member of the rebel congress. From his character I should judge he would be a prominent man in anything he did undertake. I had no conversation with him; nothing more than a passing salutation of the day. It was about one year ago. I saw him in Richmond. I had no business whatever with him.

(Signed) HARMON DOANE.

Sworn to & subscribed before me this 19th January, 1865.

(Signed) CHA'S CLAIBORNE,
U. S. Commissioner.

260 *Notice to U. S. commissioner.—Issued January 20th, 1865.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs. } No. 7653.
PROPERTY OF CHARLES M. CONRAD.

To Cha's Claiborne, U. S. com'r:

You are hereby notified that testimony will be taken before you in the above-entitled cause, on Monday, the 23rd day of January, 1865, at the clerk's office, at 12 o'clock m., on behalf of libellant.

New Orleans, Jan'y 20th, 1865.

[L. S.] (Signed) W. S. BENEDICT,
D'y Clerk.

Marshal's return.

Received Jan'y 20th, 1865, and on the same day, month, & year served a copy of the within notice on C. Claiborne, esqr., U. S. com'r, personally.

January 21st, 1865.

(Signed) G. HOLLANDER,
Dep. U. S. Marshal.

Testimony for libellant.—Filed January 25th, 1865.

261 United States district court, eastern district of Louisiana.

UNITED STATES
vs. } No. 7653.
PROPERTY OF C. M. CONRAD.

Testimony taken in presence of district attorney, N. O., January 25th, 1865.

Alexander White, being duly sworn, deposes and says:

I know M'r C. M. Conrad; knew him here and also knew him in the confederacy. He was a member of the Confederate congress. He has been in the Confederate congress since July 17th, 1862, and I believe he is still there. He was formerly in the Congress of the United States.

(Signed) ALEX. WHITE.

Sworn to and subscribed before me this 25th January, 1865.

(Signed) CH'S CLAIBORNE,
U. S. Com'r.

Joseph Howell, being duly sworn, deposes and says:

I have heard M'r C. M. Conrad say he was a member of the Confederate congress, and believe him to be. I am a Marshal in Pennsylvania
263 young. Don't recollect ever having seen him since. I believe
Conrad was also a member of the Congress of the United States.
(Signed) J. D. HOWELL.

Sworn to & subscribed before me this 25th January, 1865.
(Signed) CH'S CLAIBORNE,
U. S. Com'r.

Order, cause fixed for trial.—Extract from minutes of 30th Jan'y, 1865.

UNITED STATES
vs.
TEN LOTS OF GROUND, PROPERTY OF C. M. Conrad. } No. 7653.

On motion of R. Waples, esq., U. S. attorney, ordered that the above entit'ed and numbered case be assigned for trial at the hour of 11 a. m., on Friday, 3rd February, 1865, and that all of the parties interested be notified thereof.

Notice of trial.—Issued January 30, '65.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
TEN LOTS OF GROUND, PROPERTY OF C. M. Conrad. } No. 7653.

To the Att'y Gen'l B. L. Lynch, esqr.:

263 You are hereby notified that the above cause has been assigned for trial on Friday, the 3rd day of Feb'y, 1865, at 11 a. m.

By order of court.
New Orleans, January 30th, 1865.
[L. S.] (Signed) K. LOEW, *D'y Clerk.*

Marshal's return.

Received January 30th, 1865, and on the same day, month, & year served a copy of the within notice on B. L. Lynch, esqr., personally.
New Orleans, January 31st, 1865.
(Signed) M. EGAN,
D'y U. S. Marshal.

Note of evidence.—Filed February 3rd, 1865.

UNITED STATES
vs.
10 LOTS OF GROUND, PROPERTY OF C. M. Conrad. } No. 7653.

Libellants offered in evidence the warrant, monition, & marshal's return, and the evidence of John A. Newell & J. E. Wallace, taken before U. S. Commissioner Claiborne, 19th April, '64; that of E. K. [illegible], taken 18th May, '64; that of Bob. Dalton & Harmon Downe, taken 18th

Jan'y, '65, and that of Alex. White & J'ph Howell, taken 25th Jan'y, '65, all before the same commissioner.

264 *Hearing and decree of condemnation.—From the judgment-docket.*

UNITED STATES
vs.
TEN LOTS OF GROUND, THE PROPERTY OF Charles M. Conrad. } No. 7653.

This cause came up for trial.

District attorney for libellants.

And the monition issued in this case having been heretofore returned, the usual proclamation having been made, the default of all persons entered, and the law and the evidence duly considered, it is thereupon, on motion of R. Waples, esqr., U. S. attorney, ordered, sentenced, & decreed by the court now here, and his honor, the district judge, by virtue of the power and authority in him vested, doth hereby order, sentence, and decree, that the ten lots of ground, with the buildings & improvements thereon, the property of Charles M. Conrad, a full description whereof is contained in the libel on file, be, and the same are hereby, condemned as forfeited to the United States.

265 And it is further ordered & decreed that the clerk of this court issue a writ of venditioni exponas to the marshal of the district, returnable on 15th March, 1865, and that upon the return thereof the proceeds be distributed according to law, the legal rights of the intervenor to the proceeds being reserved for further action.

Judgment rendered February 3rd, 1865.

Judgment signed February 8th, 1865.

(Signed) E. H. DURELL, *Judge.*

Venditioni exponas.—Issued February 10th, '65.

United States district court, eastern district of Louisiana.

The President of the United States of America to the marshal of the eastern district of Louisiana, or either of his deputies, greeting:

Whereas, at a district court of the United States, holden at New Orleans, for and within said district, on the third day of February, A. D. 1865, ten lots of ground, with all the buildings and improvements
266 thereon, the property of Charles M. Conrad, fully described in the libel of information on file, were, after proclamation and due proceedings had, decreed forfeit, and ordered to be sold at public auction: These are, therefore, to command you to sell to the highest bidder, at public auction, at Merchants & Auctioneers' Exchange, 18 Royal st., within said district, on the 22nd day of March, 1865, at 12 o'clock m., the said property, first giving thirty days' notice, at least, of the time and place of sale, by advertising the same in the True Delta, one of the newspapers printed at New Orleans, and by proclamation in the usual form on the day of sale; the money arising from the sale to be paid into the registry of the said court, to be disposed of as the law in this case directs.

And make due return hereof, with your doings herein.

Witness the honorable Edward H. Durell, at New Orleans, this 10th day of February, A. D. 1865, and 89th year of Independence of the United States of America.

[L. S.] (Signed) W. S. BENEDICT, *D'y Clk.*

UNITED STATES OF AMERICA,
Eastern Dist. of Louisiana:

NEW ORLEANS, *March* 30th, 1865.

267 Pursuant to this precept, I have caused the property within named to be sold by public auction, and to the highest bidder, at Merchants and Auctioneers' Exchange, 18 Royal street, on the day, hour, and place therein directed, having given thirty days' previous notice of the time, place, and manner of the sale, in the True Delta, one of the newspapers printed in the city of New Orleans, and by the crier on the day of sale, and at such sale the purchasers were as under:

Rufus Waples,	2 lots on Camp, between St Joseph & Delord streets	$650 00
Do.	1 lot on Camp st., & 4-story brick store	5,200 00
Do.	1 lot fronting on New Levee & Fulton streets, & improvements	1,300 00
B. W. Burbank,	undivided half of lot fronting on Julia st., & improvements	1,075 00
Rufus Waples,	1 lot on Carondelet, between Hevia & Poydras st's, & 3-story brick store	1,550 00
J. H. Stevenson,	4 lots on Prytania st. between First & Second streets	450 00
	Total am't sales	$10,225 00

Reference is made to the certificate of the recorder of mortgages of the parish of Orleans, hereto annexed.

Whereby the net sales amounted to ten thousand two hun-
268 dred & twenty-five dollars cents, which I pay over to Chs's Claiborne, esq'r', the clerk of the court aforesaid, to be disposed of as the court directs.

Attest:

A. BAUDONIN,
D'y Marshal.

Received from Cuthbert Bullitt, United States marshal, ten thousand two hundred & twenty-five dollars cents, being (as he saith) the proceeds of the foregoing sale; the moneys to be disposed of as the court directs, and for which I have signed duplicate receipts.

(Signed) CH'S CLAIBORNE, *Clerk.*

NEW ORLEANS, *March* 30*th*, 1865.

269 *Certificate of mortgages.—Referred to & annexed to venditioni exponas.*

OFFICE OF MORTGAGES.

The undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certifies that, in the records in his office, there are no other mortgages standing in the name of Charles M. Conrad and recorded against the property described in the printed slip hereto annexed than the following, to wit:

1° & 2° B., p. 1, fo's 390 & 391. The privileges in favor of the board of commissioners of the first & second draining-districts, on the property within their respective limits.

3° L., p. 1, f. 102. The privilege in favor of the city of Lafayette, amounting to $114.44, for sidewalk in front of property lastly described, recorded Jan'y 20th, 1862.

4° B., 51, f. 299. The one by him granted in favor of E. A. Canon, judge of the 2nd dist. court, as per act before H. B. Cenas, notary, dated 8th and recorded 10th April, 1847, on 2dly, 5thly, 1stly, and the 4thly described properties to secure, 1°, the re-imbursement of the portion accruing to his minor children, Charles M. A. & Laurence Louis
270 Conrad, out of the price at which the real estate belonging to the community between him & his deceased wife, and which was adjudicated to him, amounting to $7,062.50, &, 2°, to secure the faithful performance of his duties as tutor of said minors.

5° B., 62, f. 551. The reversion be assumed by act before E. S. Lewis, notary, the 20th June, recorded July 1st, 1853, up to $1,980 & interest.

6° B., 60, f. 325, of the mortgage granted by Michael Aspil on the property 3dly described in favor of municipality No. 2, per act before H. B. Cenas, notary, the 25th March, and recorded the 18th May, 1852, to secure $2,642 and interest.

7° B., 66, f. 448. The one he granted as tutor, &c., in favor of J. N. Lee, judge of the 2nd dist. court, per act before W. Christy, notary, dated the 21st May, and recorded the 1st June, 1855, to secure the rights of his said minor children in the succession of their deceased mother, amounting to $7,032.50 on the 4thly described property.

New Orleans, March 22nd, 1865.

(Signed) J. W. MADDEN,
Recorder.

[Five cents int. rev. st'p, cancelled.]

Printed slip annexed & referred to in above certificate.

271 1°. Two lots of ground situate in suburb S't Mary, between S't Joseph & Delord streets, designated by the Nos. 7 & 8 on a plan by C. F. Gimpel, 8th April, 1835, deposited in the office of C. W. Christy; said lots adjoin each other and measure each—No. 7 measures 24 feet front on Camp street, by 116 feet 10 inches & 5 lines deep between parallel lines; lot No. 8 has a like & equal front on Camp street by 127 feet 10 inches deep between parallel lines, English measure, together with the buildings and improvements thereon.

2°. A certain lot of ground, with the four-story brick store thereon, situate in the first district of said city, in the square bounded by Camp, Gravier, S't Charles, & Poydras streets, designated by the No. 47 on a plan by F. Thompson, 7 May, 1842, deposited in the office of H. B. Cenas; which lot of ground measures 23 feet front on Camp street by a depth of 90 feet between parallel lines.

3°. A certain lot of ground, situate on the batt*arre*, in front of the first district, in square bounded by New Levee, Lafayette, Fulton, and Girod streets, designated by the No. 11 on a plan by J. A. Beard, duly certified by Hugh Grant, then surveyor of said district,
272 dated 12 January, 1852, deposited in the office of H. B. Cenas; said lot measures according to said plan 24 feet 2 inches & 7 lines front on New Levee street, and 24 feet 3 inches and 3 lines on said Fulton street, by a depth of 119 feet 3 inches and 2 lines on the line dividing it from lot No. 12, American measure, together with all the buildings and improvements thereon.

4°. The one undivided half of a certain lot of ground situate in the

first district of said city, in the square bounded by Julia, Magazine, Notre Dame, and Tchoupitoulas streets, measuring 25 feet front on Julia street by 151 feet deep on the side towards Magazine, [illegible] 153 feet 9 inches inches in depth on the other side, adjoining property of Peters, Miller & others, 53 feet 7 inches in width [illegible] rear, adjoining the Fire-Engine Co. No. 6; the whole in accordance to a plan drawn by Jos. Pilie, surveyor, and annexed to an act passed before C. Pollock on the 12th May, 1836.

5°. All and singular the lot of ground, together with the three-story brick dwelling-house, the three-story brick buildings and [illegible] stable erected thereon, situate on the western side of Carondelet
273 street, between Hevia and Poydras streets, in the suburb St. Mary, designated as lot No. 3 on a plan by C. P. Zimpel, [illegible] dated 10th December, 1833, deposited as plan No. 1 in the book of plans of Massy, notary; said lot measures 23 feet 8½ inches front on Carondelet street by 23 feet 9 inches and 2 lines, more or less, in the rear, by a depth of 147 feet 11 inches, more or less, on the [illegible] line of lot No. 2, and of 149 feet 10½ inches, more or less, on the [illegible] line of lot No. 4. The place between the stable and the yard is reserved by the said act as an alley, to be appropriated forever to the common use of this & the five adjoining tenements designated on said plan.

6. Four certain lots of ground situate in the faubourg Livaudais, parish of Jefferson, in the square bounded by Prytania, First, Second, and Nayades Streets, designated by the Nos. 1, 2, 3, and 4, on a plan by Knell & Werner, on the 10th of May, 1848, deposited in the office of E. B. Cenas, notary. Lots Nos. 1, 2, and 3 measure each 28 feet 1 inch, 3 lines front on Prytania st. by 120 feet in depth between parallel lines, lot No. 1 forming the corner of First and Prytania streets. Lot
274 No. 4 measures 28 feet 1 inch and 2 lines front on Prytania street by 120 feet deep between parallel lines.

Terms, cash at time of adjudication, in U. S. Treasury notes.

United States marshal's office, New Orleans, 14th day of February, 1865.

(Signed) CUTHBERT BULLITT,
U. S. Marshal.

Fe. 15, 22, W's S. 15, 22.

Taxation of costs.—Extract from the minutes of April 5th, 1865.

UNITED STATES
vs.
10 LOTS OF GROUND, THE PROPERTY OF C. M. Conrad. } No. 7653.

It is ordered, adjudged, and decreed that the costs & charges in this case be taxed as follows, viz:

Dist. att'y, for services to 30th June, '64, 2%.....	$204 50
Subsequent.....	25
A. Shaw, ex clerk.....	25 60
C. Claiborne, clerk.....	50 80
U. S. com'r fee.....	20
C. Bullitt, marshal.....	385 74
J. Graham, ex marshal.....	93 44
Registrar's com., 1%.....	102 25
	$907 33

Decree of distribution.—Extract from minutes of 13th April, 1865.

275 UNITED STATES
vs.
TEN LOTS OF GROUND, THE PROPERTY OF C. Conrad. } No. 7653.

The marshal having returned into court the writ of venditioni exponas, showing that the libelled property was sold for $10,225, it is ordered, adjudged, and decreed that, after deducting the costs heretofore taxed and allowed, amounting to..... $907 33
The U S. direct tax..... 103 56
City tax 1862, int. & com..... 654 95
" " 1863, " " "..... 757 05
Clerk & sheriff's fees..... 8 50
City tax, 1864..... 930 00
State tax, 1861..... 304 80
" 1862..... 303 95
" 1863..... 303 95
" 1864..... 219 90
& drainage tax..... 32 02

4,526 01

the balance of..... $5,698 99
be paid into the Treasury of the United States according to law.

276 THE UNITED STATES
vs.
TEN LOTS OF GROUND, PROPERTY OF CHAS. M. Conrad. } 653.

Mandate.—Received & filed July 29th, 1874.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judge of the district court of the United States for the district of Louisiana, greeting:

Whereas, lately in the district court of the United States for the district of Louisiana, before you, in a cause between the United States and Ten Lots of Ground, the property of Charles M. Conrad, the judgment of the said district court was in the following words:

"This cause came up for trial, district attorney for libellants, and the monition issued in this case having been heretofore returned, the usual proclamation having been made, the default of all persons entered, and the law and the evidence duly considered, it is thereupon, on
277 motion of R. Waples, esq'r, U. S. attorney, ordered, sentenced, and decreed by the court now here, and his honor the district judge, by virtue of the power and authority in him vested, doth hereby order, sentence, and decree, that the ten lots of ground, with the buildings and improvements thereon, the property of Charles M. Conrad, a full description whereof is contained in the libel on file, be, and the same are hereby, condemned as forfeited to the United States.

"And it is further ordered and decreed that the clerk of this court issue a writ of venditioni exponas to the marshal of the district, returnable

on 15th March, 1865; and that upon the return thereof, the proceeds be distributed according to law, the legal rights of the intervenor to the proceeds being reserved for further action.

"Judgment rendered February 3rd, 1865.

"Judgment signed February 8th, 1865."

As by the inspection of the transcript of the record of the said district court, which was brought into the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, by virtue of a writ of error, agreeably to the act of Congress in such case made and provided, fully and at large appears:

278 And whereas in the present term of April, in the year of our Lord one thousand eight hundred and seventy-four, the said cause came on to be heard before the said circuit court, on the said transcript of the record, and was argued by counsel, on consideration whereof the judgment of the said circuit court is in the following words, viz:

"Considering the mandate of the Supreme Court of the United States on file in this cause:

"In conformity therewith it is ordered, adjudged, and decreed that the judgment rendered by the district court of the United States for this district, on the 3rd of February, 1865, be, and the same is hereby, affirmed, with costs, and that a mandate do issue to said court."

You, therefore, are hereby commanded that such further proceedings be had in said cause as, according to right and justice and the laws of the United States, ought to be had, the said writ notwithstanding.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, the 29th July, in the year of

279 our Lord one thousand eight hundred and seventy-four.

[SEAL OF COURT.] (Signed) F. B. VINOT.
D'y Clerk.

District court of the U. S. for the district of Louisiana.

I, Francis A. Woolfley, clerk of the said court, do hereby certify that the preceding 65 pages do contain and form a correct and complete transcript of the original record in my charge & custody in the case of the United States vs. 10 Lots of Ground, the property of Charles M. Conrad, No. 7653 of the docket of said court, embracing all proceedings had, evidence adduced, and documents filed in said cause up to the 15th April, 1865, and of the mandate as certified to this court by the circuit court of the U. S. for the fifth judicial court, received & filed July 29th, 1874.

I further certify that the docket of said district court shows that a writ of error from the decree of condemnation pronounced on the 3rd day of Feb'y, 1865, was sued out and obtained by the defendant Conrad on 18th Jan'y, 1870, and a bond filed and citations issued.

In faith whereof I grant these presents under my hand & the

280 seal of our said court at New Orleans this 1st April, 1875.

F. A. WOOLFLEY, *Clerk.*

Filed April 2nd, 1875.

F. B. VINOT,
D'y Clerk.

281 First Exhibit A, refer'ed to answer R. Waples.

Disclaimer of Leonard & Cox.—Filed December 10th, 1874.

United States circuit court for the fifth judicial circuit, district of Louisiana.

L. L. CONRAD
vs. } 7250.
RUFUS WAPLES.

Now into court come James Cox and Patrick Leonard and disclaim any right or title as owner or owners, in whole or in part, to the property described in plaintiff's petition, and alleged to be in their possession as subtenants of Kellett and Sincer.

And, as required in said petition of Lawrence L. Conrad in the above-stated case, they disclose the name and residence of the owner thereof to be Rufus Waples, 116 Chestnut street, New Orleans, and they acknowledge that they were, at the time of the service of said petition, subtenants, having rented of Kellett and Sincer, and that they continued subtenants till August 31st, 1864, when said Kellett and Sincer ceased to be the lessees of said property, and that since that time these defendants undersigned have been the only tenants thereof.

282 And now, having complied with all that is demanded in said petition, they pray to be hence dismissed; but, if required to answer further, they deny all and singular the allegations of said plaintiff's petition which are made with reference to these undersigned defendants.

And they pray for general relief.

New Orleans, December 8th, 1874.

(Signed) P. H. LEONARD,
D'o. JAMES COX.

U. S. circuit court, 5th circuit.

Motion fixing rule.—Filed January 25th, 1875.

L. L. CONRAD
vs. } No. 7250.
RUFUS WAPLES.

On motion of J. R. Beckwith, att'y for def't R. Waples, it is ordered that the rule to set aside the rule of sequestration issued herein be set for trial on Friday, Jan'y 29th, next, and that the plaintiff be notified thereof through his counsel.

Petition to postpone, &c.—Filed January 29th, 1875.

283 Circuit court of the United States, district of Louisiana.

LAWRENCE L. CONRAD
vs. } No. 7250.
RUFUS WAPLES.

The petition of the defendant, Rufus Waples, praying that the sequestration in this cause be set aside, on giving bond and surety as provided

by law, filed in this cause July 3rd, 1874, and considering the fact that the marshal has as yet no return of the writ in this cause, and the court is without sufficient dates to determine the just amount for which the said defendant should give bond, it is ordered that the considerations and orders on said petition be postponed until there shall be due return of said writ and the court in possession of information as to the amount and character of the property sequestered.

(Signed) W. B. WOODS, *Judge.*

284 *Order: Rule fixed.—Extract from minutes March 22d, 1875, November term, 1874.*

NEW ORLEANS, *Monday, March 22d,* 1875.

Court met, pursuant to adjournment.

Present, Hon. W. B. Woods, circuit judge.

L. L. CONRAD
vs.
RUFUS WAPLES. } No. 7250.

On motion of J. R. Beckwith, attorney for defendant, it is ordered that the motion heretofore made in this cause to vacate and set aside the writ of sequestration herein be fixed for hearing and trial on the 2d day of April, 1875, at 11 a. m., and that pl'ff be notified thereof.

Agreement.—Filed March 29th, 1875.

U. S. circuit court.

L. L. CONRAD
vs.
RUFUS WAPLES. } No. 7250.

In consequence of the unexpected and unavoidable absence of witnesses in this case, it is agreed between counsel herein that the rule to dissolve the sequestration herein, fixed for trial on Friday, April 2d, 1875, shall be continued to be fixed again, on motion of either plaintiff
283 or defendant, notice of which fixing shall be duly served.

(Signed) J. R. BECKWITH,
Att'y for Defendant.

(Signed) C. M. CONRAD & SON,
Att'ys for Plaintiff.

MARCH 29TH, 1875.

Power of attorney.—Filed April 3rd, 1875.

I hereby constitute and appoint Charles A. Conrad, of the city of New Orleans, my true and lawful attorney in fact, and authorize and instruct him for me and in my name and behalf, as surety for Lawrence Lewis Conrad, to sign and execute any and all sequestration bond or bonds, and any and all other bonds whatsoever that may be necessary, or that said L. L. Conrad may think necessary, or that may be issued or required in any suit or proceeding or proceedings that said L. L. Conrad may take or institute against Rufus Waples in any court of the United States, or of the State of Louisiana, or against E. W. Burbank or both in any of the said courts.

(Signed) C. M. CONRAD.

Test: (Signed) R. M. VENABLE,
D'o. L. L. CONRAD.

BALTIMORE, *June 8th,* 1874.

286 *Plea of prescription.—Filed April 5th*, 1875.

United States circuit court, 5th circuit, district of Louisiana.

L. L. CONRAD
vs.
R. WAPLES. } No. 7250.

Now the defendant, Rufus Waples, maintaining the answer already filed herein, says that all the rents which he received prior to July sixth, one thousand eight hundred and seventy-one, (A. D. 1871,) which embraced all that were due and collectable up to that time as the revenue of the property claimed herein by the plaintiff, were so received and collected by him in full three years prior to his citation by plaintiff in this action, and said action for said rents is therefore barred by the lapse of time, as provided by statute of the State of Louisiana in such case made and provided, and the real estate claimed by plaintiff in this action had been acquired in good faith and peac'ably held by this defendant and his author, the United States, by just title, for ten years prior to the institution of this action.

287 Wherefore defendant says that he has acquired by prescription, in addition to the title heretofore set up and still maintained, and that plaintiff's action is barred, both as to said real estate and the rents aforesaid, by prescription according to the statutes of this State in such case made and provided, and said defendant prays that this action be dismissed with costs; and, as in duty bound, etc., he prays for all general and equitable relief, etc.

(Signed) J. R. BECKWITH,
Att'y for Def'd't.

Order: Rule fixed.—Extract from minutes, April 6th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES. } No. 7250.

On motion of J. R. Beckwith, att'y for defendant, it is ordered that the motion to vacate and set aside the writ of sequestration in this cause, fixed for hearing on the 5th instant, but not heard by reason of the adjournment of the court, be fixed for trial on the 9th day of April, A. D. 1875, at 11 a. m., and that plaintiff be notified thereof.

288 *Certificate of the recorder of mortgages.—Filed April 10th*, 1875.

STATE OF LOUISIANA,
Parish of Orleans:

OFFICE OF THE RECORDER OF MORTGAGES.

The undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certifies that in the records of his office there are no other mortgages standing in the name of C. A. Conrad and recorded against two and a half lots of ground, &c., in the 1st district square, bounded by Girod, Camp, Julia, and Magazine streets, than the drainage-taxes.

B. 114, fo. 87.	The city taxes for	1871,	$127.50, int., &c., on said property.
	do.	1871,	$33.75 ag'st C. A. & L. L. Conrad.
B. 141, fo. 30.	do.	1873,	$112.50 " do. do.
B. 141, fo. 31.	do.	1873,	425 int., &c., on said property.

No. 76, B. 133, fo. 403; recorded on the 10th December, 1874. The general one in favor of this State, resulting from a writ issued by the State tax-collector's office on the 9th Dec'r, 1874, for the sum of $217.50, with interest stipulated in said writ, and costs of suit against C. A. Conrad for taxes of 1873.

No. 68379, b'k 133, fo. 472, recorded on the 30th January, 1875. The general one in favor of this city resulting from a judgment ren-
289 dered by the sup'r dis't court, on the 6th Nov'r, 1874, for the sum of $112.50, with interest stipulated in said judgment, and costs of suit against C. A. and L. L. Conrad.

The general one in favor of this city, resulting from a judgment rendered by the same court, on the 6th Nov'r, 1874, for the sum of $425.00, with interest stipulated in said judgment and costs of suit against Cha's A. Conrad.

New Orleans, March 23rd, 1875.

[SEAL.] (Signed) C. DARCANTEL,
Deputy.

Certificate of the recorder of mortgages.—Filed April 10th, 1875.

STATE OF LOUISIANA,
Parish of Orleans:

OFFICE OF RECORDER OF MORTGAGES.

The undersigned, recorder of mortgages for the pariah of Orleans, city of New Orleans, State of Louisiana, certifies that in the records of this office there are no other mortgages standing in the name of Charles M. Conrad and recorded against his real estate in this city and parish of Orleans than the following, to wit: The special mortgage he granted in favor of the judge of the hon. second district court of N. O., per act of H. Cenas, N. P., dated 8th April, 1847, to secure the sum of
290 $762.50, with int., &c., amount of the portion accruing to his minor children, Cha's M. Angelo and Lawrence Lewis Conrad, and his duties as their tutor, on a certain lot of ground in 4th district, square 56, measuring 60 feet on Coliseum or Camp street by 120 f't deep, French measure, and the buildings to cover; which mortgage is cancelled as far as the first-named minor is concerned.

Other properties were also included in said mortgage, which are released from its effects.

B. 66, fo. 458; rec'd June 1st, '55, & B. 125, fo. 268.—The same granted by him in favor of the judge of said court, per act of W'm Christy, N. P., dated 31st May, 1855, to secure the sum of $7,062.50, int. and costs, amount of the rights of his minor children as above-named, on the undivided half of a lot of ground in the 1st district, in square bounded by Julia, Tchoupitoulas, Magazine, and Notre Dame streets, and two lots in 4th district, Nos. 1 and 2 of square bounded by Tchoupitoulas, Josephine, Rousseau, and Adele streets, which mortgage is cancelled so far as it affects a portion of ground, being a subdivision of said last-mentioned 2 lots is concerned, and forms the corner
291 of Tchoupitoulas and Josephine st's.

B. 93, fo. 432; rec'd Nov. 20, '71.—The one he granted in favor of Geo. G. Walker, per act of A. Mazereau, N. P., dated 3rd May, 1871, to secure the sum of $1,993.75, int. and costs, on a lot of ground and buildings, No. 9, of square 56, having 60 feet front on Coliseum street or Camp street by about 210 feet in depth, all French measure, between parallel lines.

And the following mortgages in favor of this city for taxes:

B. 136, fo. 3.	The city taxes for	1861,	$1,065.10, int. &c.,	(10 inscription.)
B. 135, fo. 1.	do.	1866, "	120	(do.)
B. 120, fo. 2.	do.	1868, "	7.56	(do.)
B. 113, fo. 25.	do.	1870, "	100,00	(C. M. Conrad & Son.)
B. 114, fo. 87.	do.	1871, "	137.50	(do.)
B. 119, fo. 28.	do.	1873, "	150.50	(do.)
B. 119, fo. 6.	do.	1873, "	24.00	(C. M. Conrad.)
B. 141, fo. 24.	do.	1874,	$100.00	(C. M. do & Son.)

And the draining-taxes on the properties above described.

No. 22064, b'k tax 2, fo. 59; recorded on the , 1868.—The general one in favor of this city resulting from a judgment rendered by the 2d district court on the 16th Feb'y, 1865, for the sum of $261, and with interest stipulated in said judgment and costs of suit against C. M. Conrad for taxes of 1862.

No. 11792, b'k t., 2, fo. 63.—The general one in favor of the
292 same, resulting from a judgment rendered by the 6th district court on the 22d November, 1864, for the sum of $800, and with interest stipulated in said judgment and costs of suit against the same for taxes of 1863.

No. 28818, b'k t., 2, fo. 73; recorded , 1868.—The general one in favor of the same, resulting from a judgment rendered by the 2d dist. court on the 5th April, 1867, for the sum of $120, with interest stipulated in said judgment and costs of suit, the same for taxes of 1865.

No. 96, fo. 234; recorded on the 14th February, 1872.—The general one in favor of the same resulting from a judgment rendered by the 6th district court on the 1st Dece'b'r, 1864, for the sum of $760, with interest stipulated in said judgment and costs of suit against the same, for taxes on various properties.

B'k 96, fo. 320; rec'd on the 14th Feb'y, 1874, No. 4246.—The general one in favor of the same, resulting from a judgment rendered by the 2d dist. court on the 16th Feb'y, 1865, for the sum of $261.50, with interest stipulated in said judgment and costs of suit against the same for taxes.

No. 11792, b'k 97, fo. 61; recorded 2ond Sept'r, 1872.—The general one in favor of the same, resulting from a judgment rendered by the 6th district court on the 22d Nov'r 1864, for the sum of $800, with
293 interest stipulated in said judgment and costs of said suit against the same for taxes.

No. 5710, b'k 97, fo. 217; rec'd on the 2d Sept'r, 1872.—The general one in favor of the same, resulting from the judgment rendered by the 3rd dist. court on the 24th Dec'r, 1869, for the sum of $30, with interest, stipulated in said judgment, and costs of suit, against C. M. Conrad and Sons, (taxes on capital.)

No. 5622, b'k 97, fo. 220; rec'd on 2d Sept'r, 1872.—The general one in favor of the same, resulting from a judgment rendered by the 3rd dist. court on the 24th Dec'r, 1869, for the sum of $7.50, with interest and costs of suit, stipulated in said judgment, against C. M. Conrad for taxes.

No. 30437, b'k 98, fo. 344; rec'd on the 2d Sept'r, 1872.—The general one in favor of the same, resulting from a judgment rendered by the 4th district court on the 27th March, 1872, for the sum of $100.75, with interest, stipulated in said judgment, and costs of suit against C. M. Conrad & Sons for taxes of 1870, on income.

No. 68241, b'k 133, fo. 459; recorded on the 28th Jan'y, 1875.—The general one in favor of this city, resulting from a judgment rendered by

the sup'r dist. court on the 6th Nov'r, 1874, for the sum of $[illegible], with interest, stipulated in said judgment, and costs of suit against the estate, for taxes of 1874.

New Orleans, March twenty-third, 1875.

(Signed) C. DARCANTEL,
Dy Recorder.

294 *Order: Rule dismissed.—Extract from minutes, April 16th, 1875.*

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

The rule to set aside the writ of sequestration was called up—J. R. Beckwith for relator, C. M. Conrad & Son for defendant in rule—when, after hearing the evidence and counsel, the court considering the surety on the bond good and sufficient, it is ordered that said rule be dismissed with costs.

Rule.—Extract from minutes of April 16th, 1875.

L. LEWIS CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

On motion of C. M. Conrad and Son, attorneys for plaintiff herein, and on showing to the court that the commission issued herein to take the deposition of L. Lewis Conrad has been executed and returned, it is ordered that Rufus Waples, defendant in this case, show cause on 24th April, 1875, at 11 a. m., why the same should not be confirmed,
295 and the deposition of said L. Lewis Conrad be read in evidence on the trial of this cause.

Order on rule of 16th April, 1875.—Extract from minutes of April 24th 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

The rule taken on the 16th instant was called—C. M. Conrad for mover, J. R. Beckwith for def'd't in rule—when, after hearing counsel, it is ordered that said deposition, as to manner and form of executing the same, be considered as having been legally executed, reserving for determination on the trial of the cause the objections now taken that a commission cannot issue to examine the plaintiff in this action as a witness in his own behalf, as residing more than 100 miles from the place where sessions of the court are held, or beyond this district.

Order: Application for a special jury denied.—Extract from minutes, April term, 1875.

NEW ORLEANS, *Wednesday, May 19th*, 1875.

Court met pursuant to adjournment.
296 Present, Hon. W. B. Woods, circuit judge.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

In this case C. M. Conrad, esq., of counsel for plaintiff, suggusted to the court that, as the case involved the settlement of an account between a tutor and his wards, and also the rents and mesne profits of the property in dispute, a special jury composed of persons familiar with accounts be summoned to try it.

After hearing argument on both sides, the application was denied by the court.

Empanelling jury.—Hearing and continuance.—Extract from minutes of May 24th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

This cause was called for trial—C. A. & C. M. Conrad for plaintiff; J. R. Beckwith & L. M. Day for def'd'ts—when the following jurors were called and sworn to try the issue:

1. Theo. Lilienthal.
2. Jno. Griffin.
297 3. Jno. J. O'Brien.
4. C. W. Foster.
5. Ch's L. Lewis.
6. Marcelle Lara.
7. Alf. M. Seymour.
8. Jno. Devonshire.
9. Moise Depas.
10. Armand Bon.
11. J. C. Miller.
12. H. S. La Tourette.

And the jury being complete, the trial proceeded, and the trial not being completed, the cause is continued till to-morrow at 11 a. m., and the jurors were cautioned from conversing with any one on the subject-matter before them.

Note of evidence.—Filed May 24th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

Plaintiff offered in evidence documents A, B, C, D, and E, (pages .)

Plaintiff offers certain deed.

Objected to and argued.

Hearing and continuance of case.—Extract from minutes, May 25th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

The trial of this cause was resumed before the court and said jury, and not being completed, the said cause was continued till
298 to-morrow at 11 a. m.

Admission.—Filed May 26th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

After hearing further argument, the court sustained the defendants' objections to the deed which had been offered by plaintiff, without the certificate of the registry, and ruled the deed out.

Plaintiff excepts to the ruling of the court, and reserves his bill of exception.

Plaintiff now offered the deed with the certificate of registry endorsed on the deed.

Objected to by defendant. Objection sustained, and deed ruled out.

It is admitted that the evidence of the witness Ellis established the fact that M'r Nettles was acting as recorder for the parish of S't Helena on the 6th May, 1862, under the authority of the government for the time being in power in said parish.

Note of evidence.—Filed May 26th, 1875.

299 L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

Plaintiff having offered the deed of 6th May, 1862, from C. M. Conrad to L. L. and C. A. Conrad, passed before J. L. Nettles, recorder of S't Helena Parish, without the certificate of registry endorsed thereon, the defendant objected to its admissability. After full argument, the court sustained the objections to the document, and the plaintiff excepted to the ruling of the court and reserved his bill of exception.

Plaintiff now offers the deed of 6th May, 1862, passed before J. L. Nettles, recorder of S't Helena Parish, by C. M. Conrad to L. L. and C. A. Conrad, with the certificate of registry. After hearing the objections raised by the defendant, and the argument of counsel, the court sustained the objection and ruled the document out, to which ruling the pl'ff excepted and reserved his bill of exception.

Plaintiff offered document F and certificate thereon.

Defendant admits that on 6th May, 1862, C. M. Conrad was indebted to his sons L. L. & C. A. Conrad in the manner and
300 form stated in the petition, in the amount therein claimed, and for the causes and considerations therein stated.

Plaintiff offers certificate of mortgage dated 26th April, 1865.

Objected to by defendant. Ruled out by court, and bill of exception reserved by plaintiff.

It is admitted that at the time the act of 6th May, 1862, referred to in petition was executed all the parties thereto were, both prior and subsequent to the 6th May, 1862, and up to the end of the war, in rebellion against the United States, and that they acted in one or other of the capacities enumerated in the 5th section of the act of 17th July, 1862.

It is agreed that this admission be noted by the clerk as made in open court and filed in the record.

Plaintiff offers act of sale and exchange of 24th February, 1870, passed before Adolph Mazureau, not. pub., between C. A. Conrad and L. L. Conrad, refer'ed to in the petition.

Objected to by defendant and ruled out by the court.

301 Plaintiff reserves bill of exception.

Plaintiff offers testimony to prove that the persons mentioned in the act of 6th May, 1862, as occupying the properties therein mentioned were at the time the occupants of the several pieces of property mentioned in said act.

Objected to by def'dant and ruled out by court.

Plaintiff reserves bill of exception.

Plaintiff offers the record and all proceedings except the depositions in suit 6108, U. S. circuit court L'a, L. L. Conrad vs. R. Waples & al. Received to prove that such a suit was brought and discontinued.

Plaintiff offers to prove that C. A. and L. L. Conrad, immediately after the passage of the act of May 6th, '62, before referred to in this cause, took possession under said act of all properties and improvements described in said act except the lots and improvements involved in this suit, and an undivided half of the lot in said act mentioned, situated on Julia street, which has been sold and condemned under confiscation proceedings against C. M. Conrad, and have ever since retained

302 possession as owners of the said property of which they took possession, and they have enjoyed the revenues, rents, &c., of the same, and paid the taxes thereon.

Defendant objects. Ruled out. Plaintiff takes his bill of exception.

It is admitted by and between counsel in open court that all admissions made by defendant and filed in the case were made for the purposes of this action.

Plaintiff offered to prove and show the amount of rents and profits received and enjoyed by the defendant since the 22d or 29th March, 1865.

Defendant objects. Court sustains objection. Plaintiff reserves bill of exception. Plaintiff closes.

Defendant has no evidence to offer. Plaintiff requested the court to charge the jury according to the written charges marked "1, 2, 3, and 4," all of which were refused, and plaintiff reserves his bill of exception.

Charge by the court.

Plaintiff excepts the charge to the jury and reserves his bill of exception.

303 *Verdict and judgment in favor of def'd't.—Extract from minutes, May 26th,* 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

This cause was resumed before the court and said jury, and after hearing evidence, and the admission of counsel, and said jury having been charged by the court, Theodore Lilienthal was appointed foreman thereof.

Whereupon this cause having been in all things submitted to the said jury, they thereupon delivered in writing the following verdict, to wit:

"We the jury find verdict for the defendants.

"New Orleans, May 26th, 1875.

"THEODORE LILIENTHAL,
"*Foreman.*"

And whereupon it was ordered that the same be recorded.

The verdict of the jury in this cause as rendered in writing and recorded herein being considered, it is by the court considered and adjudged that the said plaintiff take nothing by his said action and petition, and that the same is adjudged against in all things; and it
304 is further considered and adjudged that the said defendants herein do recover against the said plaintiff their costs by them about their said defense in this behalf laid out and expended, to be taxed, and the said defendants have execution therefor.

Order allowing eight days to plff to file his bill of exceptions.—Extract from minutes, May 27th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

Ordered that eight days be allowed to plaintiff to file his bills of exceptions in this cause.

Rule and grounds for a new trial, and order new trial refused.—Extract from minutes, & filed May 28th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

On motion of C. M. Conrad and Son, of counsel for plaintiff in this cause, it is ordered that defendant show cause forthwith why the verdict and judgment rendered in this cause should not be revised and
305 set aside and a new trial granted on the following grounds, to wit:

1st. That the said verdict and judgment are clearly contrary to law and evidence.

2d. That the judge erred in excluding from the jury the duly-certified copy of the act passed on May 6th, 1862, before Joseph L. Nettles, recorder of S't Helena Parish, and the certificate of the registration thereof in the parish of Orleans endorsed thereon, which were first separately and then together offered in evidence by plaintiff.

3rd. That the judge erred in excluding from the jury the other evidence, all and singular, offered by plaintiff herein.

4th. That the judge erred in rejecting any and all of the instructions which the plaintiff prayed to be given to the jury.

5th. That the judge erred in the written instructions given by him to the jury.

And service having been accepted and the rules submitted, it was ordered by the court that the rule be discharged and a new trial refused, with costs.

306 *Final judgment.—Extract from judgment book. April term, 1875.*

NEW ORLEANS, *Wednesday, May 26th*, 1875.

Court met pursuant to adjournment.

Present, Hon. W. B. Woods, circuit judge.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

The verdict of the jury in this cause, as rendered in writing and re-

corded herein, being considered, it is by the court considered and adjudged that the said plaintiff take nothing by his said action and petition, and that the same is adjudged against in all things; and it is further considered and adjudged that the said defendants herein do recover against the said plaintiff their costs by them about their said defence in this behalf laid out and expended, to be taxed, and that said defendants have execution therefor.

Judgment rendered May 26th, 1875.

Judgment signed May 31st, 1875.

(Signed) W. B. WOODS, *Judge.*

307 *Petition for writ of error.—Filed and allowed June 1st, 1875.*

To the honorable W. B. Woods, judge of the circuit court of the United States for the district of L'a:

Humbly shows the petition of Lawrence Lewis Conrad, of Baltimore, Maryland, that he is informed and believes that there is manifest error, to his great damage, in a final judgment rendered by the circuit court of the United States for the district of Louisiana, on the 26th day of May, 1875, and signed on the 31st day of May, 1874, in a suit entitled Lawrence Lewis Conrad versus Rufus Waples and others, and numbered 7250 of the docket of said court.

Wherefore petitioner prays that he be allowed a writ of error to the Supreme Court of the United States in said case.

(Signed) C. M. CONRAD & SON,
Attorneys for Plaintiff.

Order.

Writ allowed.
June 1st, 1875.
(Signed) W. B. WOODS, *Judge.*

308 *Rule.—Extract from minutes June 1st, 1875.*

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

On motion of C. M. Conrad, of counsel for plaintiff herein, and on stating to the court that a writ of error has been duly allowed herein, it is ordered that defendants show cause, on Thursday, 3rd June, 1875, at 11 a. m., why the bond required herein on said writ of error should not be for costs and damages only, and why the writ of sequestration issued herein should not be continued in full force.

Plaintiff's bill of exception No. 1.—Filed June 2d, 1875.

Circuit court of the United States for the district of Louisiana.

L. L. CONRAD
vs.
RUFUS WAPLES ET ALS. } No. 7250.

Be it remembered that a regular session of said court, holding sessions at New Orleans, Louisiana, this cause came on to be tried before the

Hon. W. B. Woods, circuit judge of the U. S., presiding over said court, and a jury empanelled therein;

309 When came the plaintiff in propria persona, and also represented by C. M. Conrad and son, his attorneys; and also the defendants, represented by J. R. Beckwith and L. Madison Day, his attorneys.

And the said plaintiff, in order and as tending to establish and prove the issues on his part as set forth in his petition, introduced evidence tending to show that Charles M. Conrad, plaintiff's father, was on the 6th day of May, 1862, and had been for many years prior to that date, the owner and possessor of the lots of ground and the improvements thereon which form the subject of this suit.

That plaintiff's mother, Mary E. H. Lewis, died intestate on 21st September, 1839, leaving as her only heirs Charles M. Conrad, j'r, (afterwards called Charles A. Conrad,) and L. L. Conrad, plaintiff in this suit, aged respectively about two years and two months; that her succession was duly opened by court of probates for the parish and city of Orleans, where said intestate resided, and which court had general probate jurisdiction and was charged with the settlement of suc-

310 cessions or estates of deceased persons in said parish and city and the appointment or confirmation of all tutors to minors therein residing, and the duty of supervising the administration of their property; that C. M. Conrad, father of said minors, was duly confirmed and qualified as their natural tutor.

Plaintiff having further introduced evidence tending to show by a copy of the record of said succession, duly certified from the court of probates of said parish and city, that the inventory of the estate of said intestate was duly made according to law, and signed by said C. M. Conrad in 1841, and thereafter duly approved and homologated, and that the individual estate of said intestate amounted to and was valued at the sum of $29,604.68.

Plaintiff having further shown that in April, 1845, his father, said C. M. Conrad, availing himself of the privilege granted by law to surviving parents owning property in common with their minor children, to have the same adjudicated to them at its appraised value, obtained from the court having jurisdiction of the subject an order adjudicating

311 to him all the real estate belonging to the community lately existing between him and said intestate, his wife, at its appraised value, to wit, $14,125, one-half of which amount, to wit, the sum of $7,062.50. was for the use and benefit of the said minors, plaintiff and his said brother, said decree of adjudication directing that the property so adjudicated should remain specially mortgaged in favor of said minors to secure their interest in the said adjudication, making in all at that date the sum of $36,757.18 due by said C. M. Conrad to the said minors.

Plaintiff having further shown that after said decree was rendered, to wit, in April, 1847, said C. M. Conrad obtained from the court having jurisdiction of the subject-matter an order authorizing him to annul the general, legal, or tacit mortgage imposed by law in favor of said minors, and the particular mortgage resulting from said adjudication, and to give in lieu thereof a special mortgage to the judge of said court in favor of said minors on certain designated portions of the real estate belonging to said C. M. Conrad; that thereafter, the proper pro-

312 ceedings being had in said succession to authorize the same, said C. M. Conrad, by public act before H. B. Cenas, notary, dated April 8th, 1847, executed a special mortgage as aforesaid to secure said

sum of $36,757.18, and all the rights and interests whatsoever of said minors, and the faithful discharge of the said Conrad's duties as tutor aforesaid, which mortgage covered all the lots and improvements claimed in this suit, besides others. That said mortgage was duly recorded in the city of New Orleans April 10th, 1847, in further explanation whereof the plaintiff hereto annexed a duly-certified copy of said act of mortgage and the certificate of registry thereof. (Transcribed on pages 144, &c.)

Plaintiff introduced evidence tending to further show that thereupon it was duly ordered by the proper court that all mortgages heretofore existing against said C. M. Conrad in favor of his minor children be cancelled and annulled.

Plaintiff further showed that the said sums due by the said C. M. Conrad to the said minors, together with the certain other and further sums set forth in plaintiff's petition as due by said Conrad, remained unpaid and unsettled until May 6th, 1862.

313 The plaintiff then offered in evidence a certified copy of a public act from said C. M. Conrad to said C. A. Conrad and L. L. Conrad, the said plaintiff, passed on the 6th May, 1862, in S't Helena Parish, in the State of Louisiana, before Joseph L. Nettles, recorder and ex-officio notary public of said parish, a copy of which is hereto annexed, (transcribed on pages 153, &c.,) for the pur of proving that on said day, by said act, said C. M. Conrad sold, transferred, conveyed, and delivered to said C. A. Conrad and L. L. Conrad the several lots and improvements involved in this suit, (besides others,) for and in consideration of the certain sums of money which said C. M. Conrad therein acknowledged to be due by him to them as stated in said act, of which said act a copy is hereto annexed for greater certainty as part hereof, marked "A," (transcribed on pages 153, &c.)

And the defendants by counsel having admitted said plaintiff had established by proof that the said Joseph L. Nettles was acting as recorder for the parish of S't Helena on said 6th May, 1862, under the authority of the government then dominant in said parish, the said defend-

314 ant thereupon objected to the introduction of said act in evidence, upon the following grounds, among others, to wit:

1st. That said act was not a sale, but a dation en paiement, and that no delivery of the property sought to be conveyed thereby, or any part thereof, was or could be made, inasmuch as said lots and improvements are situated in the city of New Orleans, which said city, defendant alleged, was, on said 6th May, 1862, within the Federal lines, and that the said act was executed within the military lines of the Confederate States, where the parties thereto were sojourning.

2d. That it being admitted that C. M. Conrad, the vendor of said properties, was, and the alleged vendees were, at the date of said act and afterwards, and had been before engaged in rebellion against the United States, and so continued until the end of the war, said act having been passed within the lines of the Confederate States, and said properties being situated in New Orleans, said act of transfer was *imperative* and void.

315 3rd. That said evidence would tend to contradict the decree of condemnation passed in the suit entitled "The United States vs. Ten lots of ground, the property of C. M. Conrad," No. 7653 of the docket of the United States district court for the eastern district of Louisiana, said decree having been passed by said court on the 8th February, 1865, the proceedings and decree in said suit being set up in defendant's an-

swer, and a copy thereof attached thereto as part of said answer, (transcribed on pages 223, &c.)

4th. That at the time of said transfer to C. A. Conrad and L. L. Conrad said C. M. Conrad was an enemy of the United States, a member of congress of the Confederate States, aiding the rebellion, and the said alleged grantees, his sons, being also officers of the Confederate army from that time until the end of the war, as admitted, he was therefore incompetent to complete any transfer of his property without delivery of the property, the same being within Federal military lines.

5th. That said copy of said act was not by the statute of the State admissible in evidence against any right set up by a third person, without being accompanied with proof that the same had been duly and
316 legally registered in the office of the register of conveyances for the parish of Orleans and the city of New Orleans, where said properties were situated.

That a state of war then being in existence, a deed executed in the parish of S't Helena within the Confederate lines could not be legally recorded in the parish of Orleans, which at the date of said alleged recordation was within the Federal military lines; which said objections were separately argued, but the judge reserving his decision upon each of said objections until all of them had been argued, sustained each and every of the above objections upon the grounds severally stated, and accordingly excluded the said evidence from the jury.

To which rulings, and each and every thereof, and each and every of the grounds thereof, and the *the* exclusion of said evidence from the jury, the plaintiff, by his counsel, excepted while the jury were still at the bar, and before they had retired to consider their verdict, and tenders this his first bill of exceptions to be signed and sealed by the judge and made part of the record herein; which is accordingly
317 done this second day of June, A. D. 1875.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

Plaintiff's bill of exception No. 2.—Filed June 2d, 1875.

Circuit court of the United States for the district of Louisiana.

L. LEWIS CONRAD
vs.
RUFUS WAPLES. } No. 7250.

Be it remembered that on the trial of this cause before the jury empanelled herein the plaintiff offered in evidence a duly-certified copy of the said act of May 6th, 1862, from C. M. Conrad to C. A. Conrad and L. L. Conrad, particularly described in his first bill of exceptions taken in this cause, and a copy of which is thereto attached for reference, together with a certificate thereon signed by C. Dillingham, register of conveyances of the parish of Orleans and city of New Orleans, dated July 21st, 1868, as tending to show that said act was duly registered in the office of the register of conveyances in and for said parish and city,
on the 31st May, 1862, as tending to establishing his title to the
318 property claimed by him in this suit. To which said copy with said certificate of registry the defendants objected, among other things, on the grounds firstly, secondly, thirdly, and fourthly specifically stated in the plaintiff's first bill of exceptions taken in this cause, to which reference is made as part hereof, and on the farther ground that said registration was null and void and inadmissible in evidence, because

the said vendees under said act were at the time said act was passed and afterwards, and at the time said registration thereof was made, in S't Helena Parish, in the State of Louisiana, and enemies of the United States, and therefore that said registration could not legally be made.

Which said objections were separately argued, but the judge reserving his decisions upon each of said objections until all of them had been argued, sustained each and every of the above objections upon the grounds severally stated, and excluded the said evidence from the jury.

To which rulings of the court and each and every of the
319 grounds thereof as stated in this and plaintiff's first bill of exceptions herein, and to the exclusion of said evidence from the jury, the plaintiff, by his counsel, excepted while the jury was still at the bar and before they had retired to consider their verdict, and tenders this his second bill of exceptions to be signed and sealed by the judge and made part of the record herein, which is accordingly done this 2d day of June, 1875.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

Plaintiff's bill of exception No. 3.—Filed June 2d, 1875.

Circuit court of the United States for the district of Louisiana.

L. LEWIS CONRAD
vs.
RUFUS WAPLES. } No. 7250.

Be it remembered that on the trial of this cause, before the jury empanelled herein, the plaintiff offered in evidence a duly certified copy of an act of sale and exchange by and between Charles Angelo Conrad and Laurence Lewis Conrad, the plaintiff in this suit, passed before Adolphe Mazureau, a notary public in and for the parish of Orleans, and city of New Orleans, on the 24th day of February, 1870, (in-
320 scribed at page 159, &c.,) the said copy being offered for the purpose of showing that by said act the said Charles A. Conard had granted, transferred, and conveyed and delivered to said L. L. Conrad, the plaintiff, all the said Charles A. Conrad's undivided one-half right, title, interest, and estate in and to the properties and improvements therein described, and which are the same properties and improvements involved in this suit, together with the said Charles A. Conrad's undivided one-half right, title, and interest in and to the rents and profits which had accrued from said properties from the 22d March, 1865, to the date of said act.

To the introduction of which said evidence the defendant, by his counsel, objected on the ground that the same was irrelevant, and because said Charles Angelo Conrad and Laurence Lewis Conard had shown no title in themselves or either of them to such owners.

Whereupon the court sustained the said objection and excluded the said evidence from the jury, to which said ruling of the court and the exclusion of said evidence from the jury the plaintiff in open
321 court excepted while the jury were still at the bar and before they had retired to consider their verdict, and tenders this his third bill of exceptions to be signed and sealed by the judge and made a part of the record herein, which is done this 2d June, 1875.

[SEAL.] (Signed) W. B. WOODS.

Plaintiff's bill of exceptions No. 4.—Filed June 2d, 1875.

Circuit court of the United States for the district of L'a.

L. LEWIS CONRAD
vs.
RUFUS WAPLES ET ALS. } No. 7250.

Be it remembered that on the trial of this cause before the jury empanelled therein the plaintiff offered in evidence a certificate signed by A. Darcantel, deputy recorder of mortgages, for the (inscribed page 389) parish and city of New Orleans, dated 26th April, 1875, setting forth that the special mortgage dated April 8th, 1847, granted by C. M. Conrad as their tutor to the judge of the second district court of New Orleans, in favor of C. A. Conrad and L. L. Conrad, his minor children, to secure
322 their rights and interests, by act before H. B. Cenas, a notary public, and which is particularly mentioned in plaintiff's first bill of exceptions herein, to which reference is made as part hereof, (inscribed page 144,) remained in full force and virtue as regards the lots and improvements involved in this suit, until March 30th, 1865, when it was cancelled in conformity with four certificates of Cuthbert Bullitt, United States marshal. This evidence being offered as tending to show that the defendants in this suit had notice on and before 22d March, 1865, the date of the marshal's sale to him of the properties involved in this suit set out in defendant's answer and the exhibit thereto attached, that said C. A. Conrad and L. L. Conrad had rights and interests in and upon said properties.

And thereupon the defendant objected to the introduction of said evidence on the ground that the same was irrelevant, which said objection being sustained by the court the said evidence was excluded from the jury.

To which ruling of the court and the exclusion of said evidence from the jury the plaintiff in open court excepted while the
323 jury were still at the bar and before they had retired to consider their verdict, and tenders this his fourth bill of exceptions to be signed by the judge, sealed and made part of the record herein, which is done June 2d, 1875.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

Plaintiff's bill of exceptions No. 5.—Filed June 2d, 1875.

Circuit court of the U. S. for the dist. of L'a.

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Be it remembered that on the trial of this cause before the jury empannelled herein the plaintiff offered evidence tending to show the amount of the rents and revenues received from the properties and improvements involved in this suit by defendants from the 22d March, 1865, the date at which said properties were sold by the United States marshal for the eastern district of Louisiana, as set forth in defendant's answer and exhibits thereto attached.

To which said evidence the defendants, by their counsel, objected on the ground that the same was irrelevant because plaintiff had

324 offered no evidence tending to establish his title, which said objection was sustained by the court and the said evidence excluded from the jury.

To which ruling of the court and exclusion of said evidence from the jury the plaintiff, by his counsel, excepted while the jury were still at the bar and before they had retired to consider their verdict, and tenders this his fifth bill of exceptions, to be signed and sealed by the judge and made a part of the record herein, which is accordingly done this 2d June, 1875.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

Plaintiff's bill of exceptions No. 6.—Filed June 2d, 1875.

Circuit court of the United States for the district .

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Be it remembered that on the trial of this cause before the jury empannelled herein, the plaintiff having closed his case, and the defendants having by their counsel declared that they had no evidence to produce, the plaintiff then prayed the court to instruct the jury as follows:

PLAINTIFF'S PRAYERS No. 1.

325 That even if the act of Congress of 17th July, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," contained a prohibition against sales, transfers, and conveyances made in good faith prior to its passage, in any case such prohibition did not apply to transfers and conveyances wherein all parties to the same, both vendor and vendees, were equally engaged in rebellion against the United States, and were all embraced in one or other of the classes enumerated in the 5th section of said act, and consequently where the property conveyed or transferred would be as liable to confiscation in the hands of the vendees as in the hands of the vendor. But the court refused to grant the said instruction as prayed.

To which refusal the plaintiff, by his counsel, excepted while the jury were still at the bar and before they had retired to consider their verdict, and tenders this his sixth bill of exceptions to be signed and sealed by the judge and made part of the record herein, which is accordingly done this June 2d, 1875.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

326 *Plaintiff's bill of exception No. 7.—Filed June 2d, 1875.*

Circuit court of the United States for the district of Louisiana.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

Be it remembered that on the trial of this cause, before the jury empannelled herein, the plaintiff having closed his case, and the defend-

ants by their counsel having declared that they had no evidence to produce, the plaintiff then prayed the court to instruct the jury as follows:

PLAINTIFF'S PRAYERS No. 2.

The plaintiff prays the court to instruct the jury as follows:

That all that was seized and all that could be seized, condemned, and sold by or under the proceedings, judgment, or decree of the United States district court for the eastern district of Louisiana in the suit entitled "The United States vs. Ten lots of ground, the property of Charles M. Conrad," No. 7653, of the docket of said court, on which said proceedings, judgment, or decree, and the sale made in pursuance thereof, the defendant bases his claim to the lots and improvements in contro-
327 versy in this cause, was the title, rights, and estate of said Charles M. Conrad, whatever the same might have been, to endure only during his life, in and to the property libelled and condemned in said suit for the acts of said C. M. Conrad, and the rights, property, and estate therein of no other person or persons whatsoever.

Refused.

That the United States by said proceedings and decree of condemnation succeeded only to the rights and position of said C. M. Conrad in and to said property, whatever the same might be, and to endure only during his life, and that said decree and marshal's sale to defendant made thereunder had no other effect than to transfer such rights and estate as the United States acquired by said decree of condemnation, and no other, and in no degree disturbed or affected the rights and estate of any other person or persons in and to said lots and improvements, or any part thereof; and if at the time of said seizure, proceedings, and decree said Charles M. Conrad had no rights and estate in the property involved in the suit so condemned and sold, the United States
328 acquired no rights and estate therein, and the marshal's sale of said property transferred no interest or estate therein to the defendant, the purchaser at sale.

But the court refused to grant the said instructions as prayed.

To which said refusal the plaintiff, by his counsel, excepted while the jury were still at the bar and before they had retired to consider their verdict, and tenders this his seventh bill of exceptions to be signed and sealed by the judge and made a part of the record herein, which is accordingly done this June 2d, 1875.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

Plaintiff's bill of exceptions No. 8.—Filed June 2d, 1875.

Circuit court of the United States for the dist. of L'a.

L. L. CONRAD
vs.
RUFUS WAPLES ET ALS. } No. 7250.

Be it remembered that on the trial of this cause before the jury empanelled herein the plaintiff having closed his case, and the defend-
329 ants by their counsel having declared that they had no evidence to offer, the plaintiff then prayed the court to instruct the jury as follows:

PLAINTIFF'S PRAYERS No. 3.

That the fact that the plaintiff in this suit acted as an officer of the army of the rebels in arms against the Government of the United States, both prior to 6th May, 1862, and subsequently to that date, and to the 17th July, 1862, forms no sufficient bar to his recovery in this suit under the pleadings and evidence in the same.

But the court refused to grant the said instruction as prayed.

To which refusal plaintiff, by his counsel, excepted while the jury were still at the bar and before they had retired to consider their verdict, and tenders this his eighth bill of exceptions to be signed and sealed by the judge and made a part of the record herein, which is accordingly done this June 2d, 1875.

[SEAL.] (Signed.) W. B. WOODS, *Judge.*

Plaintiff's bill of exceptions No. 9.—Filed June 2d, 1875.

330 Circuit court of the United States for the district of Louisiana

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Be it remembered that on the trial of this cause before the jury empanelled herein the plaintiff having produced the testimony set forth in his 1st, 2d, 3rd, 4th, and 5th bills of exception herein for the purpose of and as tending to establish the issues on his part made herein, and the defendant having offered no evidence on his part, and the court having refused to grant the instructions prayed by the plaintiff as set forth in plaintiff's 6th, 7th, and 8th bills of exceptions herein, then at request of defendants, by their counsel, charged the jury as follows: "That the plaintiff having offered no evidence to show title in himself to the premises sued for in this action, it is your duty to return a verdict for defendants," and added "the plaintiff can only recover upon the strength of his own title."

To which said charge the plaintiff, by his counsel, excepted while the jury were still at the bar and before they had retired to consider
331 their verdict, and tenders this his ninth bill of exceptions to be signed and sealed by the judge and made part of the record herein, which is accordingly done this June 2d, 1875.

[SEAL] (Signed) W. B. WOODS, *Judge.*

Submission of rule.—Extract from minutes June 3rd, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

The rule taken on 1st instant was this day called up—C. M. Conrad and son for mover, J. R. Beckwith for def'd't in rule—when, after hearing argument, the court took time to advise.

Motion of defendant.—Filed June 3rd, 1875.

U. S. circuit court, dist. of L'a.

L. L. CONRAD
vs.
RUFUS WAPLES & AL. } No. 7250.

And now comes the said defendant, Rufus Waples, by his att'y, and moves the court for an order directing the United States marshal to deliver to the defendant Waples the property sequestrated in this cause.

332 *Marshal's return of seizure.—Filed June 4th, 1875.*

U. S. circuit court.

U. S. MARSHAL'S OFFICE,
New Orleans, June 4th, 1875.

LAWRENCE LEWIS CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Received June 27th, 1874, in the above-entitled case, a writ of sequestration, and in obedience thereto seized and took into my possession, according to law, the following-described property, to wit:

1st. A certain lot of ground, together with the four-story brick store thereon, situated in the first district of New Orleans, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, and designated by the No. 47 on a plan of the same and other lots drawn by W. Thornton Thompson, surveyor, May 7th, 1842, and deposited for reference among the records of H. B. Cenas, late notary public in said city, and now designated by the No. 47 Camp street; said lot measures 23 feet front on Camp street by a depth of 90 feet, between parallel lines, English measure, occupied by the Hibernia National Bank.

2d. A certain lot of ground, together with the three-story brick dwelling-house, the three-story brick buildings and convenient stables
333 thereon, situated in the city of New Orleans on the western side of Carondelet street, between Hevia (now Lafayette) and Poydras streets, in the suburb S't Mary, (now the first district,) designated as lot No. 3 on a plan drawn by Ch's F. Zimpel, d'y surveyor, Dec'r 10th, 1833, and deposited as plan No. 1 in the book of plans of Jules Mossy, notary public, said property being more fully described in the petition on file.

3rd. Four certain lots of ground, together with the buildings and improvements thereon, situate in New Orleans, in the suburb S't Mary, (now the first district,) on Camp street, between S't Joseph and Delord streets, designated by the Nos. 7 and 8 on a plan drawn by Ch's F. Zimpel, and notified the several tenants of said properties of said seizure, and of the seizure of the rents and revenues arising therefrom, and duly recorded the seizure in the mortgage office of the parish of Orleans.

(Signed) JOHN FAHY,
D'y U. S. Marshal.

Witnesses:
(Signed) J. B. STOCKTON.
(do.) S. W. REED.

334 *Order, &c.—Motion overruled.—Extract from minutes June 4th, 1875.*

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Upon due consideration of this cause, and considering further that the plaintiff had given bond in the sum of $20,000 upon the issuance of the writ of sequestration, it is ordered that the bond required on the writ of error sued out by plaintiff be fixed at ($500) five hundred dollars; and that the writ of sequestration is continued in full force by virtue of the supersedeas.

It is further ordered that the defendant's motion to direct the marshal to deliver the property sequestered to said defendant be overruled.

Motion of defendant and submission.—Extract from minutes June 4th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES ET ALS. } No. 7250.

The attorney for the defendant now moving the court for leave to take possession of the sequestered property upon the execution of a
335 delivery-bond with surety according to law in such sum as the court may direct; after hearing the attorney for plaintiff, opposing the motion, the court took time to consider.

Bond for writ of error.—Filed June 4th, 1875.

Know all men by these presents that we, Lawrence Lewis Conrad, as principal, and C. M. Conrad and David Urquhart, as sureties, are held and firmly bound unto Rufus Waples, the Hibernia National Bank, Kellett and Sincer, John Kellett, Louis Sincer, M'r's G. A. Thompson, widow, Patrick Leonard, and James Cox, jointly and severally, in the full and just sum of five hundred dollars to be paid to the said Rufus Waples, the Hibernia National Bank, Kellett and Sincer, John Kellett, Louis Sincer, M'r's G. A. Thompson, Patrick Leonard, and James Cox, jointly and severally, their certain attorneys, executors, administrators, or assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 4th day of June, in the year of our Lord one thousand eight hundred and seventy-five.

336 Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the district of Louisiana, in a suit depending in said circuit court, wherein Lawrence Lewis Conrad is plaintiff, and Rufus Waples, The Hibernia National Bank, M'r's G. A. Thompson, widow, Kellett and Sincer, John Kellett, Louis Sincer, Patrick Leonard, and James Cox, are defendants, judgment was rendered in favor of said defendants, and against said Lawrence Lewis Conrad, and the said Lawrence Lewis Conrad having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said Rufus Waples, The Hibernia National Bank, Kellett and Sincer, John Kellett, Louis Sincer, M'r's G. A. Thompson, Patrick

Leonard, and James Cox, respectively, admonishing them and each of them to be and appear at a Supreme Court of the United States to be holden at Washington the 2d Monday of October next:

Now the condition of the above obligation is such, that if the said Lawrence Lewis Conrad shall prosecute his writ to effect, and
337 answer all damages and costs if he fail to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) LAWRENCE LEWIS CONRAD. [L. S.]
(Do.) C. M. CONRAD. [L. S.]
(Do.) DAVID URQUHART. [L. S.]

Sealed and delivered in the presence of—
(Signed) NUMA DELAUP.
(Do.) CHA'S A. CONRAD.

Approved.
(Signed) W. B. WOODS. *Judge.*

Motion, &c., of Rufus Waples.—Extract from minutes June 5th, 1875.

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

The defendant, Rufus Waples, because and for the reason that the court has heretofore and since the final judgment in this cause made an order that the writ of error allowed or to be allowed in this cause operates as a supersedeas to the extent of continuing in force the mesne writ of sequestration issued in this cause, now comes by his said attorney and moves the court that the possession of the property
338 seized under said writ, and in the possession of the marshal of this district, be delivered to the defendant upon his executing a bond with good and sufficient surety, in a sum to be fixed by the court, and that the court fix the amount for which said bond shall be given.

Defendant's bill of exception.—Filed June 7th, 1875.

Circuit court of the United States, district of Louisiana.

L. L. CONRAD
vs.
RUFUS WAPLES ET AL. } No. 7250.

Be it remembered that after, and on the 3rd day of June, A. D. 1875, of the April term of said court, and after the verdict of the jury in this cause and the final judgment herein against the said plaintiff as appears of record herein, the said plaintiff by himself and his said attorneys came into court, the Hon. W'm B. Woods, circuit judge, presiding, on the said 3rd day of June, A. D. 1875, and did then and there move the court in writing to the effect, for the purpose, and in the manner
339 as set forth in the said written rule or motion, which was and is in the words and figures following, that is to say:

"On motion of C. M. Conrad, of counsel for plaintiff herein, and on stating to the court that a writ of error has been duly allowed herein, it is ordered that defendants show cause, on Thursday, 3rd June, 1875, at 11 a. m., why the bond required herein on said writ of error should not be for costs and damages only, and why the writ of sequestration issued herein should not be continued in full force."

That the said defendant Waples, then and there being present in court by his said counsel, did then and there oppose the said motion, and did also then and there make in open court his cross-motion, in the words and to the effect following, that is to say:

"And now comes the said defendant, Rufus Waples, by his att'ys, and moves the court for an order directing the U. S. marshal to deliver to the said defendant Waples the property sequestrated in this cause."

That, after hearing argument and having considered the same, the court afterwards, to wit, on the 4th day of June, A. D. 1875, did
340 adjudge and determine the said matter so submitted to him for decision, and did then and there make the following order in said cause:

Upon due consideration of the cause, and considering further that the plaintiff had given bond in the sum of $20,000 upon the issuance of the writ of sequestration,

It is ordered that the bond required on the writ of error sued out by plaintiff be fixed at ($500) five hundred dollars, and that the writ of sequestration is continued in full force by virtue of the supersedeas.

It is further ordered that the defendant's motion to direct the marshal to deliver the property sequestered to said defendant be overruled.

To which said ruling, decision, and order of the said judge the said defendant then and there, by his said counsel, did except; and, in order that it may not at any time be asserted that the said defendant in any manner, of his own accord, submitted to or asserted to the said ruling of the court in the premises or to the construction and effect given by the court to the writ of error sued out in this cause and
341 the order that the writ of sequestration issued in this cause before final judgment therein should continue in force and effect against the said defendant, the verdict of the jury and final judgment of the court to the contrary notwithstanding, the said defendant did then and there tender to the court this his bill of exceptions in that behalf, in order that the said matter of objection and exception may and become matter of record in this cause and of avail to said defendant; and it is done accordingly.

[SEAL.] (Signed) W. B. WOODS, *Judge.*

Order.—Defendants allowed to bond.—Extract from minutes June 7th 1875.

L. L. CONRAD
vs. } No. 7250.
R. WAPLES ET AL.

The court having duly considered the defendant's motion to bond, it is ordered that the same be allowed, and that the sequestered property be restored to the defendant upon giving bond in the sum of twenty
342 thousand dollars, with good and sufficient security conditioned according to law.

Acknowledgment of bond by the court.—Extract from the minutes of June 7th, 1875.

L. L. CONRAD
vs. } No. 7250.
RUFUS WAPLES & AL.

On motion of J. R. Beckwith, attorney for above-named defendant, and on suggesting that he has tendered to S. B. Packard, esq., United

States marshal for this district, the accompanying release-bond, pursuant to order of court, with Joseph L. Montieu as surety, in the sum of twenty thousand dollars, ($20,000,) but that said marshal refuses to accept said surety,

It is ordered that S. B. Packard show cause forthwith why said bond and surety should not be received and why the property sequestered herein should not be delivered to the above-named defendant.

And, service having been accepted, the rule was taken up, J. R. Beckwith for mover, C. M. Conrad & Son & the marshal in p.|p.

And said surety, having been examined and given satisfactory
343 proof of his solvency and sufficiency, was accepted by the court as surety on the bond in the sum of twenty thousand dollars.

And thereupon, the said bond having been acknowledged in open court, it was ordered that the sequestered property be delivered to said defendant.

Release-bond.—Filed June 7th, 1875.

Know all men by these presents, that we, Rufus Waples, as principal, residing in the city of New Orleans, and Joseph L. Montieu, also residing in said city, as surety, are held and firmly bound, jointly and severally, unto Stephen B. Packard, United States marshal for the district of Louisiana, in the sum of twenty thousand dollars, lawful money of the United States of America, to be paid to the said Stephen B. Packard, U. S. marshal, his heirs, executors, administrators, and assigns, for which payment well and truly to be made we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals and dated the 7th day of June, in the year of our Lord eighteen hundred and seventy-five.

344 Whereas in and by virtue of a writ of sequestration issued out of the honorable the United States circuit court for the fifth circuit and district of Louisiana, holding sessions in the city of New Orleans, at a suit of Laurence Lewis Conrad against Rufus Waples, and numbered 7250 on the docket of said court, and which suit is now on writ of error to the Supreme Court of the United States, the following-described property, to wit:

1st. A certain lot of ground, together with the four-story brick store thereon, situated in the first district of the city of New Orleans, in the square bounded by Camp, Gravier, S't Charles, and Poydras streets, and designated by the No. 47 on a plan of the same and other lots drawn by W. T. Thompson, surveyor, May 7th, 1842, and deposited for reference among the records of H. B. Cenas, late notary public in said city, and now designated by the number 47 Camp street. Said lot measures 23 feet on Camp street by a depth of 90 feet, between parallel lines, English measure.

2d. A certain lot of ground, together with the three-story brick dwelling-house, the three-story brick building and convenient stable
345 thereon, situated in the city of New Orleans, on the western side of Carondelet street, between Hevia (now Lafayette street) and Poydras streets, in the suburb S't Mary, now the first district of New Orleans, designated as lot No. 3 on a plan drawn by Charles F. Zimpel, deputy city surveyor, December 10th, 1833, and deposited as plan No. 1 in book of plans of J. Mossy, notary public, and now known as No. 127 Carondelet street of the street numbers.

3rd. Two certain lots of ground, together with the buildings and improvements thereon, situate in New Orleans, in the suburb S't Mary,

now the first district of New Orleans, on Camp street, between S't Joseph and Delord streets, designated by the numbers 7 and 8 on a plan drawn by Charles F. Zimpel, deputy city surveyor, and numbered 234 and 236, of the present street numbers, Camp street. Said lots adjoin each other. No. 7 measures 24 feet front on Camp street by 116 f't 10 inches 5 lines in depth between parallel lines, and No. 8 measures 24 feet on Camp s't by 127 feet 10 in. and 5 lines deep between parallel lines—

Has been seized, taken into custody of the said U. S. marshal, and detained according to law; but the same has been released and delivered to the said Rufus Waples upon the appearance of the said
346 Rufus Waples in the said suit and delivery to the said Stephen B. Packard, U. S. marshal, the present obligation, which has been executed in pursuance of an order of said circuit court, issued on the 7th day of June, 1875.

Now the condition of the above obligation is such that if the said Rufus Waples shall not send the above-described property out of the jurisdiction of the court, that he will not make an improper use of it, and that he will faithfully present the same in case he should be decreed to restore the same to the said U. S. marshal, or shall satisfy such judgment as may be rendered in the suit pending as above mentioned, then the obligation to be void, or else to remain in full force.

(Signed) RUFUS WAPLES. [SEAL.]
(Do.) JOS. L. MONTIEU. [SEAL.]

U. S. MARSHAL'S OFFICE,
New Orleans, June, 1875.

I, Joseph L. Montieu, of the city of New Orleans, do solemnly swear that I reside in the city of New Orleans, parish of Orleans, L'a, that I have property in my own right of sufficient value to satisfy the amount of the within bond, and that after the payment of all my debts
347 and liabilities I am worth over and above the amount of twenty thousand dollars, and that I am not tutor of minor children; that there exists no legal impediment to my signing said bond, and that I have not signed any obligation which may vitiate the validity of this bond.

(Signed) JOS. L. MONTIEU.

Sworn and subscribed before me this 7th day of June, 1875.
(Signed) F. A. WOOLFLEY,
Comm'r U. S. Circuit Court.

I hereby transfer this bond to Lawrence Lewis Conrad, the plaintiff in the case.
New Orleans, June 21st, 1875.
(Signed) S. B. PACKARD,
U. S. Marshal.

348 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE:

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 347 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had on the trial of the case of

Lawrence Lewis Conrad versus Rufus Waples et al., No. 7250 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 31st day of July, A. D. 1875.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, W. B. Woods, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 31st day of July, A. D. 1875.

W. B. WOODS, *Judge.*

349 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between Lawrence Lewis Conrad, plaintiff, and Rufus Waples, The Hibernia National Bank, and Kellett & Sincer, John Kellett, Louis Sincer, Patrick Leonard, James Cox, and M'r's G. A. Thompson, widow, defendants, a manifest error hath happened, to the great damage of the said Lawrence Lewis Conrad, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the said Supreme Court of the United States, this second day of June, in the *the* year of our Lord one thousand eight hundred and seventy-five.

[SEAL.] F. A. WOOLFLEY,
Clerk of the United States Circuit Court
for the District of Louisiana.

(Indorsed:) United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, versus Rufus Waples et al., defendants in error. Writ of error. Filed June 2d, 1875. F. B. Vinot, d'y cl'k.

350 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Rufus Waples, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on

the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

351 (Indorsed:) Rufus Waples. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Received Jun. 4, 1875, by the U. S. marshal, and on the 11th day of June, 1875, served a copy hereof on Rufus Waples, defendant in error, by handing the same to him in person in this city. New Orleans, June 11, 1875.

JOHN FAHY,
D'y U. S. Marshal.

On this (16th) sixteenth day of June, eighteen hundred & seventy-five, personally came and appeared before me, the subscriber, John Fahy, and makes oath that he had delivered a true copy of the within citation to Rufus Waples in person, in this city, as stated in his official return.

JOHN FAHY, *Deputy Marshal.*

Sworn to and subscribed before me this 16th day of June, 1875.

F. B. VINOT,
Comm'r of the U. S. Circuit Court.

It is admitted that this citation was duly served on the defendant, Rufus Waples, on the sixteenth day of June, A. D. 1875.

J. R. BECKWITH,
Att'y for Def't Waples.

352 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Kellett and Sincer, composed of John Kellett and Lewis Sincer, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Su-

preme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

353 (Indorsed:) Kellett & Sincer. United States circuit court, No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Marshal's return.

Received Jun. 4, 1875, by the U. S. marshal, and on the 14th day of June, 1875, served a copy hereof on Kellett & Sincer within named, by handing the same to John Kellett in person, in this city.

C. R. STEELE,
D'y U. S. Marshal.

On this sixteenth day of June, eighteen hundred & seventy-five, personally came and appeared before me, the subscriber, Charles R. Steele, and makes oath that he served a true copy of this citation in the manner stated in his official return hereon, on Kellett & Sincer.

C. R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me this 16th day of June, 1875.

F. B. VINOT,
Comm'r of the U. S. Circuit Court.

354 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to John Kellett, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

355 (Indorsed:) John Kellett. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Received Jun. 4, 1875, by the U. S. marshal, and on the 14th day of June, 1875, served a copy hereof on John Kellett by handing the same to him in person, in this city. N. O., June 14, 1875.

C. R. STEELE,
D'y U. S. Marshal.

On this sixteenth day of June, eighteen hundred & seventy-five, personally came and appeared before me, the subscriber, Ch's R. Steele, and makes oath that he had delivered a true copy of the within citation to John Kellett in person, as stated in his official return.

C. R. STEELE,
D'y U. S. Marshal.

Sworn and subscribed before me this 16th day of June, 1875.

F. B. VINOT,
Comm'r of the U. S. Circuit Court.

356 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Lewis Sincer, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

[SEAL.] W. B. WOODS, *Judge.*

357 (Indorsed:) Lewis Sincer. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Marshal's return.

Received by the U. S. marshal June 18th, 1875, and on the same day, month, and year served a copy hereof on Lewis Sincer, within named, by handing it to him in person in this city. New Orleans, June 19, 1875.

S. B. PACKARD,
U. S. Marshal,
By CHA'S R. STEELE,
D'y U. S. Marshal.

On this eighteenth day of June, eighteen hundred & seventy-five, personally came and appeared before me, the subscriber, Charles R. Steele, and makes oath that he served Lewis Sincer, herein named, in the manner set forth in his official return hereon.

C. R. STEELE,
D'y U. S. Marshal.

Sworn to & subscribed before me this 19th day of June, 1875.

F. B. VINOT,
Comm'r of U. S. Circuit Court.

358 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to the Hibernia National Bank, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this second day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

359 (Indorsed:) Hibernia National Bank. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Received Jun. 15, 1875, by the U. S. marshal, and on the 15th day of June, 1875, served a copy hereof on the Hibernia National Bank by handing it to Patrick Irwin, the president of said bank, in person, in this city. New Orleans, June 16th, 1875.

C. R. STEELE,
D'y U. S. Marshal.

On this sixteenth day of June, eighteen hundred & seventy-five, personally came and appeared before me, the subscriber, Ch's R. Steele, and makes oath that he served the Hibernia National Bank with a true copy of the within citation by handing it to Patrick Irwin, the president of said bank, as stated in his official return.

C. R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me this 16th day of June, 1875.

F. B. VINOT,
Comm'r of the U. S. Circuit Court.

360 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Patrick Leonard, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Su-

preme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

361 (Indorsed:) Patrick Leonard. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Received June 4, 1875, by the U. S. marshal, and on the 15th of June, 1875, served a copy hereof on Patrick Leonard, within named, by handing it to him in person at his domicile in New Orleans.

C. R. STEELE,
D'y U. S. Marshal.

On this sixteenth day of June, (1875,) eighteen hundred & seventy-five, personally came and appeared the subscriber, Charles R. Steele, and makes oath that he had delivered a true copy of the within citation to Patrick Leonard in person as stated in his official return.

C. R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me this 16th day of June, 1875.

F. B. VINOT,
Comm'r of the U. S. Circuit Court.

362 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to M'r's G. A. Thompson, widow, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

363 (Indorsed:) M'r's G. A. Thompson, widow. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Received Jun. 4, 1875, by the U. S. marshal, and on the 11th day of June, 1875, served a copy hereof on M'r's G. A. Thompson, by handing the same to her in person in this city. New Orleans, June 12, '75.

CHA'S R. STEELE,
D'y Marshal.

On this 16th day of June, eighteen hundred & seventy-five, personally came and appeared before me, the subscriber, Ch's R. Steele, and makes oath that he had delivered a true copy of the within citation to Mr. W. A. Thompson in person, as stated in his official return.

C. R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me this 16th day of June, 1875.

F. B. VINOT,
Comm'r of the U. S. Circuit Court.

364 THE UNITED STATES OF AMERICA:

Circuit court of the United States district of Louisiana.

The President of the United States to James Cox, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Lawrence Lewis Conrad plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said Lawrence Lewis Conrad, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this 2d day of June, in the year of our Lord one thousand eight hundred and seventy-five.

W. B. WOODS, *Judge.*

365 (Indorsed:) James Cox. United States circuit court. No. 7250. Lawrence Lewis Conrad, plaintiff in error, vs. Rufus Waples et al., defendants in error. Citation.

Marshal's return.

Rec'd June 4th, 1875, by the U. S. marshal, and on the 24th day of June, 1875, served a copy hereof on James Cox, within named, by handing the same to him in person in this city. New Orleans, June 25, '75.

C. R. STEELE,
D'y U. S. Marshal.

On this 25th day of June, 1875, personally appeared before me, the subscriber, Charles R. Steele, and makes oath that he had delivered a true copy of the within citation to James Cox, in person, in this city, as stated in his official return.

C. R. STEELE,
D'y Marshal.

Sworn to & subscribed before me this 25th of June, 1875.

F. B. VINOT,
Comm'r of U. S. Circuit Court, Dis't of Louisiana.

(Indorsement on cover:) No. 122. Lawrence L. Conrad, plaintiff in error, vs. Rufus Waples, the Hibernian National Bank, John Kellett, Lewis Sincer, Patrick Leonard, James Cox, and Mrs. G. H. Thompson. Louisiana C. C. U. S. Filed 15th September, 1875.

Supreme Court of the United States.

No. 122.

In Error to the Circuit Court of the U. S. for the District of Louisiana.

LAWRENCE LEWIS CONRAD, *Plaintiff in Error,*

vs.

RUFUS WAPLES, *et al., Defendants in Error.*

BRIEF OF PLAINTIFF IN ERROR.

C. M. CONRAD & C. A. CONRAD,
Of Counsel for Plaintiff in Error.

L. L. CONRAD,
Plaintiff in Error, in propria persona.

Supreme Court of the United States.

No. 122.

In Error to the Circuit Court of the U. S. for the District of Louisiana.

LAWRENCE LEWIS CONRAD, *Plaintiff in Error*,

vs.

RUFUS WAPLES *et al.*, *Defendants in Error.*

BRIEF OF PLAINTIFF IN ERROR.

STATEMENT OF FACTS.

This is a suit for the recovery of certain real estate in New Orleans, and the rents and profits thereof. The main facts are these (Rec. p. 1, &c., Plaintiff's Petition):

In the year 1839, Mary E. A. Conrad, wife of Charles M. Conrad, died intestate in New Orleans, her husband's domicil, leaving as her only heirs two sons, both in their infancy, to wit, the Plaintiff and his brother, Charles A. Conrad. Her husband survived her, and qualified, and was confirmed as the natural tutor of their two children. The estate of the deceased consisted of certain separate property, afterwards inventoried and valued at $29,694.68, and her share of the real estate belonging to the community or marriage partnership, which share was valued at $7062.50. The law of Louisiana, then in force, imposed upon all the property of a tutor a general mortgage to secure the rights of minors and the

fidelity of his administration. Charles M. Conrad, exercising a right granted by law to tutors, substituted at different times a special mortgage covering particular portions of his property, in the stead of the general mortgage which the law imposed. The final special mortgage given by him, which covered, among others, the lots embraced in this controversy, was executed by him in 1847 (Record, p. 55). Two years before (1845), his indebtedness to his sons on account of their mother's estate was ascertained and fixed by decree of Court at the amount of $36,757.68 (Record, p. 38).* Subsequently to this date he received for their account further sums, aggregating about $6000.

No account of his tutorship was ever rendered by him, nor settlement of his indebtedness made, until May 6, 1862. On that day, however, a settlement took place in the Parish of St. Helena, Louisiana, and in pursuance of it, and in discharge of his obligations, C. M. Conrad executed a notarial act, whereby he sold and conveyed to his sons the lots (among others) which form the subject of this suit (Record, p. 58).

The introduction of this deed in evidence, *firstly*, without the certificate of registry annexed to it, and, *secondly*, with said certificate annexed (Rec. p. 60), was objected to by the Defendant on the grounds stated in Plaintiff's 1st and 2d Bills of Exception, (Rec. pp. 112 to 116 inclusive), & it was excluded.

The Court below excluded all evidence subsequently offered by Plaintiff, on the grounds stated in Plaintiff's 3d, 4th, and 5th Bills of Exception (Rec. pp. 116 to 118 inclusive).

In 1868, Charles A. Conrad conveyed all his interest in the property involved in this suit to Plaintiff (Record, p. 60).

Such is Plaintiff's title. About these facts there is no dispute. Indeed, Defendant has expressly admitted them in open court (Record, p. 109).

The claim of Rufus Waples, the Defendant (for all other defendants disclaimed title), is based on a sale made by the United States Marshal for the (then) Eastern District of

* The record of the succession of Mrs. M. E. A. Conrad will be found in the printed Record, pp. 14 to 58 inclusive.

Louisiana, founded on a decree of the United States District Court, in a suit instituted by Defendant, as United States District Attorney, under the Confiscation Act of 17th July, 1862, entitled "The United States vs. Ten Lots of Ground, the Property of Charles M. Conrad," in which the forfeiture of said property was demanded and decreed for various offences of which Charles M. Conrad was accused. (See Defendant's Answer, Rec. p. 74; and also Rec. p. 96, &c.)

ASSIGNMENT OF ERRORS.

The Plaintiff in this case assigns the following as errors:

1. The Court erred in excluding from the Jury the certified copy of a public act of sale from C. M. Conrad to C. A. Conrad and L. L. Conrad (the Plaintiff), passed on the 6th day of May, 1862, in St. Helena Parish, Louisiana, before Joseph L. Nettles, Recorder and *ex officio* Notary Public, which was offered in evidence by Plaintiff without the certificate of registration annexed thereto, for the purpose of proving that on said day, by said act, C. M. Conrad sold, transferred, conveyed and delivered to said C. A. Conrad and L. L. Conrad the said several lots and improvements involved in this suit, for and in consideration of the certain sums of money which said C. M. Conrad therein acknowledged to be due by him to them, as stated in said act; and erred in sustaining the objections, all and singular, made by the Defendant to the admission of said copy in evidence, which objections are specifically set forth in Plaintiff's First Bill of Exceptions (Rec. pp. 113, 114, 115), to which reference is made.

1. 65

2. The Court erred in excluding from the Jury the copy of said act of May 6th, 1862, which is above described and referred to; which was offered in evidence by Plaintiff, together with the certificate of registry thereto annexed (Rec. p. 60), signed by C. Dillingham, Register of Conveyances of the Parish of Orleans and City of New Orleans; which copy of said act, with said certificate annexed, were offered by

Plaintiff for the purpose of proving that on said 6th of May, 1862, by said act, said C. M. Conrad sold, transferred, conveyed and delivered to said C. A. Conrad and L. L. Conrad the said several lots and improvements involved in this suit, for the considerations stated in said act; and for the further purpose of proving that said act was registered in the Conveyance Office of said parish and city on May 31, 1862. And the Court further erred in sustaining the objections, all and singular, made by the Defendant to said evidence as offered, which objections are specifically set forth and described in Plaintiff's Second Bill of Exceptions (Rec. pp. 115, 116), to which reference is made.

3. The Court erred in excluding from the Jury the copy of an act of sale and exchange by and between Charles A. Conrad and L. L. Conrad, passed before Adolphe Mazureau, Notary Public (Rec. p. 60), New Orleans, Louisiana, on 24th February, 1870; which copy the Plaintiff offered in evidence for the purpose of showing that by said act, said Charles A. Conrad had granted, transferred, conveyed and delivered to L. L. Conrad, the Plaintiff, all the said Charles A. Conrad's undivided one-half right, title, interest and estate in and to the properties and improvements therein described, which are the same properties and improvements involved in this suit, together with said C. A. Conrad's undivided one-half right, title and interest in and to the rents and profits which had accrued from said properties from March 22, 1865, to the date of said act; and further erred in sustaining the objections made by Defendant to said evidence as offered, which objections are set forth in Plaintiff's Third Bill of Exceptions (Rec. p. 116), to which reference is made.

4. The Court erred in excluding from the Jury a certificate signed by A. Darcantel, Deputy Recorder of Mortgages for the Parish of Orleans and City of New Orleans, dated 26th April, 1865, setting forth that the special mortgage dated 8th April, 1847, granted by C. M. Conrad, as their tutor, to the Judge of the Second District Court of New

Orleans, in favor of C. A. Conrad and L. L. Conrad, his minor children, to secure their rights and interests, by act before H. B. Cenas, Notary Public (which act is particularly mentioned in Plaintiff's 1st Bill of Exceptions, Rec. p. 112, &c.), remained in full force and virtue as regards the properties and improvements involved in this suit until March 30, 1865, when it was cancelled in conformity with four certificates of Cuthbert Bullitt, United States Marshal; which evidence was offered by the Plaintiff as tending to show that the Defendant in this suit had notice on and before 22d March, 1865 (the date of the Marshal's sale to him of the properties involved in this suit, set out in the answer of Defendant Waples and the exhibits thereto attached), that said C. A. Conrad and L. L. Conrad had rights and interests in and upon said properties. And the Court further erred in sustaining the objections made by Defendant to said evidence as offered, which objections are set forth in the Plaintiff's 4th Bill of Exceptions (Rec. p. 117), to which reference is made.

5. The Court erred in excluding from the Jury evidence offered by the Plaintiff tending to show the amount of the rents and revenues received by the Defendant from the properties and improvements involved in this suit, from March 22, 1865, the date at which said properties were sold to Defendant by the United States Marshal, as set forth in Defendant's answer and the exhibits thereto attached; and the Court further erred in sustaining the objections made by the Defendant to said evidence as offered, which objections are set forth in Plaintiff's 5th Bill of Exceptions (Rec. pp. 117, 118).

6. The Court erred in refusing to instruct the Jury (as prayed by the Plaintiff in his Prayer No. 1, 6th Bill of Exceptions, Rec. p. 118), that even if the Act of Congress of 17th July, 1862, entitled "An Act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," contained a prohi-

bition against sales, transfers, and conveyances made in good faith prior to its passage, in any case, such prohibition did not apply to transfers and conveyances wherein all parties to the same, both vendor and vendees, were equally engaged in rebellion against the United States, and were all embraced in one or other of the classes enumerated in the fifth section of said act, and, consequently, where the property conveyed or transferred would be as liable to confiscation in the hands of the vendees as in the hands of the vendor.

7. The Court erred in refusing to instruct the Jury (as prayed in Plaintiff's Prayers No. 2, 7th Bill of Exceptions, Rec. p. 119):

Firstly, That all that was seized, and all that could be seized, condemned and sold by or under the proceedings, judgments, or decree of the United States District Court for the Eastern District of Louisiana, in the suit entitled "The United States *vs.* ten lots of ground, the property of Charles M. Conrad," No. 7653 of the docket of said Court, on which said proceedings, judgment, and decree, and the sale made in pursuance thereof, the Defendant bases his claim to the lots and improvements in controversy in this cause, was the title, rights and estate of said Charles M. Conrad whatever the same might have been, to endure only during his life, in and to the property libelled and condemned in said suits for the acts of said C. M. Conrad, and the rights, property, and estate therein of no other person whatsoever.

And *secondly*, That the United States by said proceedings and decree of condemnation succeeded only to the rights and position of said C. M. Conrad in and to said property, whatever the same might be, and to endure only during his life, and that said decree, and the Marshal's sale to Defendant made thereunder, had no other effect than to transfer such rights and estate as the Government acquired by said decree of condemnation, and no other, and in no degree disturbed the rights and estate of any other person or persons in and to said lots and improvements, or any part thereof; and if at the time of said seizure, proceedings, and decree, said Charles M. Conrad had

no rights and estate in the property, so condemned and sold, the United States acquired no rights and estate therein, and the Marshal's sale of said property transferred no interest or estate therein to the Defendant, the purchaser at said sale.

8. The Court erred in refusing to instruct the Jury (as prayed in Plaintiff's Prayers No. 3, 8th Bill of Exceptions, Rec. p. 120), that the fact that the Plaintiff in this suit acted as an officer of the army of the rebels in arms against the Government of the United States both prior to May 6, 1862, and subsequently to that date, and to 17th July 1862, forms no sufficient bar to his recovery in this suit under the pleadings and evidence in the same.

9. After the Plaintiff had produced the testimony set forth in his 1st, 2d, 3d, 4th, and 5th Bills of Exceptions (Rec. pp. 112 to 118 inclusive), for the purpose of and as tending to establish the issues on his part to be maintained in this cause, and the Defendant having offered no evidence on his part, the Court erred in charging the Jury, at the request of the Defendant, as follows, to wit: "That the Plaintiff having offered no evidence to show title in himself to the premises sued for in this action, it is your duty to return a verdict for Defendants," and added, "The Plaintiff can only recover upon the strength of his own title." (9th Bill of Exceptions, Rec. p. 120.)

ARGUMENT.

At the trial below, Plaintiff introduced certain preliminary evidence (included in Record, pp. 7 to 58 inclusive), and then offered the act of sale above mentioned of May 6, 1862 (Record, p. 58), from Charles M. Conrad to Charles A. Conrad and himself. To this evidence Defendant objected, the evidence was excluded, and Plaintiff excepted. The objections are stated in Plaintiff's 1st Bill of Exceptions (Record, p. 112).

Before proceeding to discuss these objections of the Defendant, we ask attention to the fact, that all of them, without

exception, go to the effect of the evidence, and not to its *admissibility*. There can be no doubt that it is the province of the Jury, under advice from the Court, to weigh evidence and decide upon its effect. It surely is not a valid ground of objection to evidence, either oral or written, that it will not make out the whole case of the party offering it. It rarely happens that any case is made out by a single piece of evidence or a single witness. The proper and usual course is, to allow all evidence regular in form and pertinent to the issue to go to the Jury for what it is worth, and when the evidence is closed, for the Court to instruct the Jury upon the legal effect of the whole; for it often happens that a deficiency of evidence at one stage is supplemented by other evidence afterwards introduced. The mode of trial enforced in this case tends not only to protract litigation, but to work great injustice, because the case must necessarily be presented to the Appellate Court in a fragmentary and mutilated form. The Plaintiff protested below, and now protests, against such a course of trial, and insists that the Defendant has no right to avail himself before this Court of any defect in Plaintiff's title which might, by any possibility, have been cured by other evidence than that actually offered. The Plaintiff earnestly desires, however, that this Court shall decide all the legal propositions presented in the various Bills of Exception, as fully as if the evidence offered by him had been allowed to go to the Jury, in order that the law of the case may be fully and finally declared, and this litigation speedily terminated. It would be a manifest hardship to him to remand the case without determining all the propositions presented by the Record. It was with this view that Plaintiff, after the foundation of his title had been excluded below, proceeded to offer additional evidence, and to ask instructions from the Court upon the evidence he sought to introduce, and upon the law applicable to his case.

PLAINTIFF'S FIRST BILL OF EXCEPTIONS (Record, pp. 112, 114).

The act of sale of May 6, 1862, was executed in the Parish

of St. Helena, then within Confederate lines, before the Recorder of that Parish, who was *ex officio* a Notary Public.

The first objection is that said act was not a *sale*, but a "*dation en paiement*" (giving in payment), and that no *delivery* of the property sought to be conveyed was or could be made, because the parties to the act were within Confederate lines, whereas the property was within the Federal lines.

We think both the premises and the conclusion of this proposition erroneous.

The language of the objection implies that if the act was a "giving in payment," it could not be a "sale." This involves a confusion of ideas. By the law of Louisiana a "giving in payment" *is* a "sale." In the Louisiana Code, "*Dation en paiement*" forms the 13th chapter of the Title VII. "Of Sales." It is distinguished from the "ordinary contract of sale" in but one slight particular: Civil Code, Art. 2626.* From this difference certain consequences result, expressed in Arts. 2627-2628; and Art. 2629 declares that "except with these differences, the giving in payment is subjected to *all* the *rules* which govern the *ordinary contract of sale*."

The Defendant maintains that the act of May 6th, 1862, was a "giving in payment" as described in Art. 2625, and relies on the requirement of "delivery" in Art. 2626 to invalidate it.

It is certainly not extreme to say that the word "debtor," used in Art. 2625, does not properly apply to C. M. Conrad in the transaction of May 6, 1862. He was tutor to his children, and held towards them a fiduciary relation of the most sacred character. His property was already mortgaged to them to secure the fidelity of his administration; and when he turned their qualified interest as mortgagees into absolute ownership, it would be a misuse of language to say that he simply occupied the position of a debtor paying his creditor.

In any event the distinction between purchasing property for a price in money, and purchasing it by accepting it in

*All references made in this Brief to the Civil Code of Louisiana are to the Code as it existed prior to 1868, and not to Ray's revised edition.

satisfaction of a debt due in money, is a shadowy distinction—a distinction more of form than of substance. For if A owed B a debt payable in money and paid it, and B hands the money back to A in payment for the thing purchased, there is both a payment and a purchase; whereas, if instead of this, both operations are combined in a single act, whereby A transfers the thing to B in payment of a debt due, the transaction becomes a "giving in payment."

The consequence is, that it is often difficult for courts to decide whether a particular contract is the one or the other. In Spurlock *vs.* Manier, 1 La. An. 301—a case very like the present—although the transaction was set aside for evident fraud, it was yet expressly declared to be a sale. Indeed, the fact that it *was* a sale, but not within the cases in which a husband was authorized to sell to a wife, constituted one of the grounds on which it was set aside.

We deem it unnecessary, however, to further discuss this point, because we consider it immaterial to the decision of this case whether the transaction be viewed as an ordinary sale or as a "*dation en paiement.*"

The Code of Louisiana has adopted the doctrine of the Roman Law embodied in the maxim, "*Consensu non traditione dominium transfertur.*" Article 2431 declares that the sale is considered "*as perfect between the parties,* and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although the object has not yet been delivered nor the payment made." The seller is in all cases of transfer bound to make delivery, Art. 2450. Article 1903 provides that the obligation to deliver an object which is particularly specified "is perfect between the parties, and renders the creditor the *owner,* although the thing was *not delivered to him.*" And Art. 1914 declares that the rule laid down in Art. 1903, is "*without any exception as respects immovables, not only between the parties, but as to all the world.*" The Court will observe that the rule laid down in Arts. 1903 and 1914 is not confined to *sales,* but applies to "*all* contracts

that *purport to transfer the property.*" The rule is positive and explicit. The interpretation put by Defendant upon Art. 2626 would bring it in direct conflict with Arts. 1903 and 1914. The apparent contradiction between these Articles, however, is capable of easy reconciliation if they are viewed together, and their spirit be intelligently considered.

Art. 1914 declares that the rule laid down in Art. 1903 is "without any exception as *respects immovables.*" This qualification clearly implies that there are or may be exceptions as respects *movables.* Sales of *movables* by way of *giving in payment* are probably the exception so implied. If we view Art. 2626 as applicable to *movables* only, all the provisions cited are rendered harmonious, and uniform in spirit and effect. Any other interpretation would render them irreconcilable and nugatory. This view, so necessary to give effect to these articles, is strengthened, even demanded, by reference to the very language of Art. 2626, which declares that a "giving in payment is *made* only by delivery."

Now, that is literally true of *movables*—the delivery constitutes the transfer; nothing more than delivery is required. As regards *immovables*, however, the declaration in Art. 2626 would be obviously untrue, because all transfers of that class of property must be *made in writing*, either by authentic act or under private signature (Art. 2415). They can not be "*made* by delivery."

As regards movables the reverse is the case. *Possession* as to them is the badge of ownership, and *delivery* the substitute both for written contract and for registry. The law may therefore very accurately declare that as to them a "dation en paiement" is "*made* only by delivery." The provision would appear chiefly designed to prevent fraudulent transfers of personal property by a debtor in insolvent circumstances (Art. 2628).

A similar idea pervades Art. 1981, and is found in most Bankrupt Acts.

But even assuming that Art. 2626 does apply to immovables, the Defendant is not saved. Firstly, In the act of sale of May 6, 1862, the vendor expressly declares that he had sold

and *delivered* the lots. This declaration is binding on him; he can no more contradict it than contradict the declaration that he had sold them. We shall hereafter see that the Defendant stands in the position of the vendor in that act, and can exercise no rights which said vendor could not exercise. Secondly, The property *was* delivered as soon as the act of May 6 was executed. The sale was by "authentic act"—that is, by an act passed before a Notary Public and two witnesses (Art. 2231). That form of act *imports* the *delivery* of immovables (Art. 2455).

In Louisiana, as in all countries governed by the civil law, the Notary Public is a functionary of consequence. Almost all important instruments are executed before him, and some cannot be executed in any other way. Valuable privileges are attached to instruments thus executed. Copies duly certified by the depository of the originals are admitted in evidence in all courts of justice, and the notarial records are always open to inspection. A more effectual mode of giving publicity to acts executed before such officers could not be devised. The Louisiana Code therefore provides that "the law considers the *tradition* or *delivery* of *immovables* as always accompanying the public (authentic) act which transfers the property" (Art. 2455).

The act of May 6, 1862, having been executed before the Recorder of the Parish, who is *ex officio* a Notary Public (Revised Statutes La. 1856, Secs. 1, 2, p. 447), it follows that as soon as it was executed, the property was thereby delivered to the vendees as effectually as if they had actually entered and occupied each of the premises thereby conveyed.

Lallande *vs.* Lee, 9 Rob. (La.) 517.

Flynn *vs.* Moore, 4 An. (La.) 401.

Ellis *vs.* Prevost, 13 La. R. 235-237.

Benbank vs. Conrad 27 An. 1874.

The case of Ellis vs. Prevost above cited illustrates with great force our position on this head. That was a "possessory action," in which kind of action it is required by Art. 49 of the La. Code of Practice (*vide*) that the Plaintiff shall have the "*real and actual* possession of the property" at the time he is disturbed. The same Art. says: "A mere civil or legal possession is not sufficient." It appeared that the Plaintiff had never "resided upon the land" (p. 232), and that his only possession was that vested in him by the act of sale to him. The Defendant claimed that he could not maintain his action, because his possession "was not real and actual" as required by Art. 49 of the Code of Practice. The Court rejected this defence, and declared in express and conclusive terms that the possession which, under Art. 2455 of the Civil Code, always accompanies the act which transfers the property, is as complete and actual as any possession known to the law, and that the vendee of real estate conveyed by public act is "seized of the thing corporally."

It is clear therefore that the delivery of the property embraced in the suit at bar was as perfect as could be made. Indeed, by the common law, as well as by the civil law, "seizin" accompanies the title. 12 Ann. 531

The Defendant in the case at bar, however, argued in the Court below that, inasmuch as the vendees were rebels in arms at the time the act of May 6, 1862, was executed, and the property was situated within Federal lines, *actual* delivery to them was legally impossible, as contravening the laws of war and the non-intercourse proclamation then in force, and therefore constructive delivery under Art. 2455 before cited was equally impossible.

This proposition obviously assumes that delivery under Art. 2455 is not *actual* delivery, a misconception which we have just disposed of. But assuming such a distinction as he has mistakenly suggested, to exist, it would be a sufficient answer to say, that there was nothing which rendered *actual* delivery impossible. No law prohibited the return to the Federal lines of the parties to the act of May 6, 1862, for any purpose

not hostile to the Government; on the contrary, the policy of the Government encouraged all persons engaged in rebellion to return to their homes.

In Corbett vs. Nutt, 10 Wallace 464, a case indistinguishable in principle from the case at bar, this Court held that a devise of real estate, situated in Washington, while the rebellion was flagrant, made by a party within the rebellious territory to a party actually engaged in rebellion, was a valid devise, and vested the property in the devisee. We ask the Court to observe particularly that, although this was a case of a devise, the Court expressly assume in determining the issue that it was a case of "*sale, transfer* or *conveyance.*" Of course under that assumption, or even under the will, the property concerned in that case could not have vested in the devisee without delivery of some sort, either actual or constructive. On pages 480, 481 of that case, the Court expressly discard the idea that the devisee's (or vendee's) participation in the rebellion could render him incapable of taking the devise. Indeed, it is recognized and well settled law, both in England and America, that an enemy may take real estate by purchase. On this point we beg to refer the Court to the very learned, able and exhaustive opinion in Kershaw vs. Kelsey, 100 Mass. R. p. 561, and to the cases therein cited and reviewed. Fairfax's Lessee vs. Hunter, 7 Cranch, 619-620.

Moreover, there is nothing in Art. 2455 La. Code which confines its operation to cases where actual delivery is impracticable. Any such limitation would be in direct conflict with its policy. It is especially because actual delivery is often inconvenient, sometimes impracticable, that the law, both as regards movable and immovable property, by Arts. 2453, 2455, has substituted for it constructive delivery as to immovables or symbolical as to movables. The doctrine contended for by the Defendant would render the law inoperative precisely in those cases where its operation is most needed.

The Defendant's theory rests entirely on a misconception of

the case of Emerson vs. Fox, 3 La. R. p. 179, which he cited below. In that case the Plaintiffs attached real property of the Defendants, and the Sheriff took possession under the attachment. Certain parties intervened and claimed the property as theirs, under a sale made "*sous seing privé*," to them by Fox *after* the Sheriff had taken possession. The Court held that as the Sheriff had possession at the time of the sale to intervenors, their vendor could not make delivery of it without violating the Sheriff's possession. That case would be parallel to the case at bar, if the United States Marshal had seized and been in possession of the property involved in this suit at the time the act of May 6, 1862, was executed, and the Plaintiff here pretended that said act ousted the Marshal's possession.

But suppose, on the other hand, that delivery, actual or constructive, was necessary to perfect the sale of May 6, 1862, the failure of delivery would not help the Defendant's case. The Defendant's objection assumes that delivery must *accompany* the sale to make the sale effective. He says that "no delivery was or could be made, inasmuch as on May 6, 1862," &c. This view involves a misunderstanding of the law. In all transfers of immovables (except where delivery takes place under Art. 2455, which imports delivery), some period of time must necessarily intervene between the sale and the delivery. In the meantime, however, the sale subsists and may be enforced (Code Arts. 1920, 1921, 2431, 2443, 2444, 2450, 2461, 2629.)

The law fixes no limit to this interval, but leaves it to be determined by the parties. When, as in this case, the seller has received the price, it matters not to him how long the delivery may be delayed. If it should never be made, he could not be benefitted by the omission, although the purchaser might be injured, because if the latter should defer taking possession beyond a reasonable time, the responsibility of its preservation would be shifted from the vendor to himself (Arts. 2443, 2444).

Supposing, therefore, that the act of 6th May, 1862, was

incomplete for want of delivery, the purchasers had the same right to demand its completion by delivery on 29th July, 1863, when, by the Defendant's order as District Attorney, the property was seized by the Marshal, as they had on the day the act of sale was executed. It is true that, if the sale had not been recorded, the vendor could at any time meanwhile have sold or mortgaged the property to any third person, dealing with him in good faith, for a valuable consideration, and in ignorance of the prior sale. But the sale *was* recorded on May 31, 1862, and no such contingency happened.

The vendor certainly could not plead want of delivery, not only because he would be estopped by his declaration in the act itself that he had delivered, but also because, as we have seen, if he had not delivered, he was bound to do so. In case of his refusal, the purchasers acquired the correlative right to compel a specific performance of his obligation. That the vendor has been released from this obligation is not asserted, and can not be maintained. Its mere existence, without more, rendered the purchasers the owners of the property from the date of the sale (Art. 1903). If delivery did not take place by the act itself, there is no obstacle to it now, except the unlawful possession of the Defendant himself. This possession the Defendant, being a wrongdoer, cannot oppose to Plaintiff's right to a delivery.

The next position assumed by the Defendant is, that the vendor and vendees concerned in the act of May 6, 1862, being alike engaged in rebellion against the United States at the time the act was passed, and the property being situated in New Orleans, which Defendant alleges was then within Federal lines, the vendor was legally incompetent to make sale and delivery to the vendees, and the vendees were legally incompetent to accept sale and delivery from the vendor. This proposition will be found reiterated in various forms in the grounds of objection *firstly*, *secondly* and *fourthly*, stated in Plaintiff's 1st Bill of Exceptions, which we are now considering. As these grounds of objection, however variously

stated, substantially assert the same legal conclusion, we shall treat them as a unit.

At the outset, then, of this branch of our argument, we direct the special attention of the Court to the important fact that the act of May 6, 1862, was both executed and recorded some time prior to the passage of the Confiscation Act of 17th July, 1862. The Defendant has conceded that the consideration of this sale was valid (Record, p. 109), as stated in Plaintiff's petition, and there is no question, therefore, of the good faith of the transaction. Indeed, something more than mere good faith entered into the transaction. The vendor was discharging the sacred obligation which he owed his children, as their tutor, of accounting to them for their property in his possession, and the vendees were simply accepting restoration of what was their own. They were conscious of no legal reason why their tutor should not deliver to them their inherited estate, the possession of which the law had theretofore, by reason of their infancy, withheld from them, and placed in the custody of their tutor. The law had carefully guarded their interest by requiring the tutor to secure by a mortgage of his property the fidelity of his administration. The very property they purchased was covered by this mortgage, and was specifically bound to them as security for their property in the hands of their tutor. The parties were not strangers dealing with each other for purposes of profit or advantage. They occupied special positions, and the vendees stood in a relation which uniformly commands the consideration and protection of courts. But even had the parties to the act of May 6, 1862, been mere strangers dealing in good faith, we are aware of no principle of international law, and no statute or proclamation of the United States, that invalidated the sale in question. That, if it was lawful to sell, it was also lawful to deliver, is so self-evident a proposition that we shall not separately discuss it, but shall leave our argument in favor of the validity of the sale to apply to the *lawfulness* of delivery. The fact of delivery (if delivery were lawful and *if it were necessary*), we have heretofore, we think, successfully maintained.

It is admitted in this case that the officer before whom the act of May 6, 1862, was executed, was Recorder of the Parish of St. Helena at the date of the act, under the State Government dominant in said parish (Record, admission, p. 109). Under the decision in Horn *vs.* Lockhart, 17 Wallace 580, therefore, his legal competency is beyond question, and his official acts, except when in aid of the rebellion, were valid acts and entitled to recognition and respect in courts of the United States.

Nor was there anything in the situation of the parties which made it illegal for them to contract with, or sell to, each other. This Court has reiterated in explicit terms the right of the inhabitants of the rebellious States to deal with each other in all ways common to civilized peoples—to make and receive transfers of property as in time of peace. The fact of actual participation in rebellion has been declared in nowise to qualify or impair this right so essential to the existence of society.

Corbett *vs.* Nutt, 10 Wallace 464.
U. S. *vs.* Klein, 13 Wallace 128.
Horn *vs.* Lockhart, 17 Wallace 570.

The act of May 6, 1862, therefore, having been executed before an officer authorized and competent to authenticate it, and the parties to the act having been themselves legally capable of contracting with each other, it follows, that if the act be invalid, its invalidity must arise from the situation of the property itself which the act purported to transfer.

The property was situated in New Orleans. The Defendant contends that that city was on May 6, 1862, within Federal lines; and broadly propounds that the principles of international law applicable to belligerents, and the President's non-intercourse proclamation, alike prohibited the parties to that act, who were within Confederate lines and engaged in rebellion, from transferring or receiving, or in any way dealing with property so situated. We pass for the moment

the question whether New Orleans was, at the date named, in any sense legally sufficient to invalidate the act under discussion, within Federal lines, and assume for the purpose of present argument that it was. What then?

The property sold in this case was real property. No principle of international law that we have been able to discover, prohibits one citizen of a belligerent power from selling to another citizen of the same belligerent, real estate situated within the jurisdiction of another belligerent power. No adjudicated case can be found which approaches such a conclusion. International law does undoubtedly prohibit "*commercial* intercourse" between the citizens of the respective belligerents, but does not concern itself with transactions between two or more citizens of the same power. If the intercourse be lawful, the *situs* of the property which is the subject of the transaction is not inquired about or considered. It is the *status* of the individuals, and not the *situs* of the property, upon which the prohibition falls. Indeed, in our enlightened age the prevalent tendency of the law of nations is to exempt individuals and private contracts from injury or restraint as a consequence of war. Not all intercourse or communication even between enemies is interdicted, but only such as is inconsistent with a state of war. Personal intercourse is permitted. An alien enemy residing within the limits of a belligerent power may contract and be sued like a citizen (2 Kent 63). The trading or transmission of property which is prohibited by international law, is from or to one of the countries at war. In a word, it is "*commercial intercourse*" which is prohibited.

It is said, "Public international law is ordinarily limited, so far as rights of property are concerned, to movable or personal property, which is in its nature capable of being transmitted or carried from one country to the other, and does not usually touch private interests in immovable property or real estate" (Kershaw *vs.* Kelsey, 100 Mass. R. p. 574, and authorities cited). An alien friend may by the common law, as declared by the American courts, take land by purchase, either by grant or devise, and hold or convey the title (same

case, p. 574). "In regard to real estate there is no difference between alien friend and alien enemy, except that the latter can not maintain an action to recover it while the war lasts, and that it may be confiscated by an extraordinary act of the Government." The capacity of an alien enemy to acquire title in lands by purchase has been repeatedly and distinctly recognized and affirmed.

Craig *vs.* Radford, 3 Wheat. 594.
Fairfax's Lessee *vs.* Hunter, 7 Cranch 619–620.
Corbett *vs.* Nutt, 10 Wall. 464.
Kershaw *vs.* Kelsey, 100 Mass. 561.
Hunter *vs.* Fairfax, 1 Munf. 218.

For a full and exhaustive discussion of this whole subject we beg to refer the Court to the very learned opinion in Kershaw *vs.* Kelsey, 100 Mass. 561, above cited, where all the cases, both English and American, are carefully reviewed.

In Montgomery *vs.* The United States, 15 Wall. 399, this Court cite approvingly the case of Kershaw *vs.* Kelsey upon the doctrine for which the Plaintiff contends, and quote the language of that case apparently as stating the true rule to be deduced from all the authorities.

Nor was this sale of May 6, 1862, prohibited by any proclamation of the President. The only non-intercourse proclamation then in force was that issued on the 16th August, 1861 (12 Statutes at Large, p. 1262), which was in very terms restricted to "commercial intercourse," and the transmission of "goods and chattels, wares and merchandise," between the rebellious territory and the Federal lines, and which followed the exact language of the fifth section of the act of July 13, 1861 (12 Statutes at Large, p. 257), which authorized its issuance.

The scope of this proclamation has been frequently determined by this Court, and never otherwise than according to its manifest terms.

The Sea Lion, 5 Wallace, 645–646.
Ouachita Cotton, 6 Wallace, 530, &c.

It appears obvious, therefore, that even if the parties to the act of May 6, 1862, had been *enemies* to each other, it would have been lawful for the vendor of the real estate concerned to have sold and conveyed it, and lawful for the vendees to take by the deed.

But, as they were not enemies, but friends—citizens of the same belligerent—*a fortiori*, and beyond peradventure, they were authorized to grant to and take from each other.

No authority can be found to sustain a different conclusion; no principle of law denies the lawfulness of such a sale; no commentator, as far as we are aware, questions it.

This Court has disaffirmed the doctrine contended for by Defendant. The case of Corbett *vs.* Nutt, 10 Wallace, distinctly presented the precise question which arises here, and received unqualified answer. In that case the devise (which was assumed by this Court, for argument, to be a "sale or conveyance"), was *by* a party within the Confederate lines *to* a party within Confederate lines, of real estate within the City of Washington while war was flagrant. The defendant's prayers for instruction (p. 469) tendered the very issue we are now considering, and it was adjudged by the Court against him.

Corbett *vs.* Nutt, 10 Wall. 464.

In reference to this case it is to be observed, also, that the "sale or conveyance" decided to be valid was made *after* the passage of the Confiscation Act of 17th July, 1862, by the fifth section of which "sales and conveyances" made by parties included in that act are declared to be "null and void" if made after a certain time. The time indicated had passed; but, nevertheless, a "sale or conveyance" to Nutt was held good, the restriction being held to be limited in favor of the Government's rights, and not absolute.

We have thus far discussed this case without reference to the Confiscation Act of 17th July, 1862. We have applied to it the principles embodied in the Law of Nations. The President's proclamations of non-intercourse which had been

issued at this date (May 6, 1862), and those which were afterwards issued, were limited in terms to the prohibition of commercial intercourse. They simply expressed the public law on that subject, and were neither in language nor spirit applicable to contracts relating to, or sales of, real estate, even between enemies; much less were they designed to apply to transactions between citizens of the same belligerent. No principle of public law, and certainly no proclamation of the President, points in any shape or degree to the *situs* of real estate as creating an incapacity to transfer it.

Nor can it be contended that any rights which the Government might have at this time or afterwards could be impaired or imperilled by this sale. All the parties to it were alike in situation, and equally obnoxious to the consequences of treason. This is alleged both by Plaintiff and Defendant. But the conclusion to be drawn from the fact so alleged must be adverse to the Defendant's pretensions, because the property in the hands of the vendees was just as liable to the Government's rights of seizure and condemnation, whenever provided for by appropriate legislation, as it was or could be in the hands of the vendor. It is evident, therefore, that the Government had no inchoate right or interest in the property which was endangered, or which could be affected by the conveyance in question.

In the Court below the Defendant strenuously argued, that independently of the law of nations and the President's proclamations, the sale of May 6, 1862, was avoided by the Act of 17 July, 1862 (12 Stat. at Large, p. 589) commonly known as the "Confiscation Act." A few words will be sufficient to dispose of this argument.

Nowhere in the Act of July 17, 1862, is there expressed or implied any intention that it should have a retroactive effect. On the contrary, its whole scope and tenor negative any such assumption. The policy of the Government, as expressed in that act, plainly indicated a purpose to mitigate the rigor of the common law, which made decrees of forfeiture relate back

to the time when the offence was committed, and which considered that the property proceeded against was transferred to the Government *ipso facto* by the commission of the offence, the object of the decree being simply to ascertain that the offence was committed. Whereas, the Act of July 17, 1862, expressly provides that the property only vests in the Government *by the decree of condemnation* (Sec. 7).

Section 5 provides that the President shall cause to be seized the property, estate, &c., of certain enumerated classes of persons who shall "*hereafter*" act in certain specified capacities; and that "all sales, transfers and conveyances of any such property" (*i. e.* property liable to seizure and condemnation under the Act) "shall be null and void" (Section 5, Sub-section 6, p. 590). Any interpretation of this Act which would impose, under its operation, retroactive penalties, would be inconsistent alike with its terms and its spirit, inconsistent with the decisions of this Court, inconsistent with the Constitution of the United States. If such were the purpose of the Act it would clearly be *ex post facto*, and as such, unconstitutional.

Kent's Com., Vol. I., pp. 454, 455.
Society, &c., *vs.* Wheeler, 2 Gall. 139.
Calder *vs.* Bull, 3 Dall. 386.
Fletcher *vs.* Peck, 6 Cranch 138.
Constitution U. S., Art. 1, Sec. 9.
Cummings *vs.* State of Missouri, 4 Wall. 325.

We now recur to the inquiry, Was New Orleans, considered in relation to the act of sale in question, under national jurisdiction on May 6, 1862?

The act of sale was executed on that day, and of course by legal intendment must be regarded as speaking from the earliest moment of that day.

It is matter of history, and has been judicially declared by this Court that General Butler arrived at New Orleans May 1, 1862, completed the landing of troops May 2, and on May 6,

1862, issued a proclamation re-establishing the national jurisdiction over that city. This proclamation, although prepared and dated on the 1st of May, was not *published* until the 6th of May. And this Court has said, "We think that the military occupation of New Orleans may be considered as substantially complete *from* the date of this publication."

The Venice, 2 Wallace 276.

In Sheets *vs.* Selden's Lessee, 2 Wallace 190, it is said: "The general current of modern authorities on the interpretation of contracts, and also of statutes, where time is to be computed from a particular day or a particular event, as when an act is to be performed within a specified time *from* or *after* a day named, is to exclude the day thus designated."

In Best *vs.* Polk it is laid down that an officer commissioned to hold office during the term of four years *from* the 2d of March, 1845, is in office *on* the 2d of March, 1849. "The word 'from' always excludes the day of the date."

Best *vs.* Polk, 18 Wallace 112–119.

Vide also Calvert *et al. vs.* Williams *et al.*, 34 Md. 672.

In *The Venice*, above cited (2 Wallace, p. 279), the effect of this very proclamation of General Butler came under consideration, and this Court applies the rule of construction above referred to. That vessel having been captured as a prize of war in Lake Ponchartrain, near New Orleans, on May 15, 1862, was libelled for condemnation. The Court, after a full review of the facts, and all laws and proclamations applicable to them, say: "It results from this reasoning that the Venice and her cargo, though undoubtedly enemies' property at the time she was anchored in Lake Ponchartrain (April 27, 1862), cannot be regarded as remaining such *after* the 6th of May, 1862."

In the "Ouachita Cotton," 6 Wallace 531, it is said: "The subjugation of New Orleans, and the restoration of the national authority there, are regarded as having become com-

plete on the 6th of May, 1862. *From* that time its citizens were clothed with the same rights of property, and were subject to the same inhibitions and disabilities as to commercial intercourse with the territory declared to be in insurrection, as the inhabitants of the loyal States."

If the principles and decisions above laid down be applied to the case at bar, it must, we think, inevitably follow that in computing the time from which the re-establishment of the national authority over New Orleans is to date, the 6th of May, 1862, is to be excluded from consideration.

The third objection, as stated in the Bill of Exceptions we are now considering, is substantially as follows: That the proceedings against the property involved in this suit, in the case entitled "The United States vs. Ten Lots of Ground, the Property of C. M. Conrad," being proceedings *in rem*, the decree of condemnation concludes not only the parties to the record, but the whole world, and therefore the Plaintiff cannot be allowed to offer any evidence to contradict it.

The object of this objection is to prevent the Plaintiff from showing that the property confiscated by those proceedings was not the property of C. M. Conrad at the time of condemnation, but, on the contrary, was the property of the Plaintiff and his brother.

We shall not pause to discuss this proposition. The Plaintiff was not a party or privy to those proceedings. This Court has so repeatedly decided that confiscation proceedings under the act of 17th July, 1862, affected only the party against whom the proceedings were directed — the "accused," in other words — that we shall content ourselves with a reference to decisions. Indeed, any other party is not even allowed to intervene in or take part in any way in such proceedings. To forbid a party not admitted to intervene in such proceedings from afterwards inquiring into them, for the protection of his rights, would be an act of injustice without precedent, we would fain hope, in the judicial history of any civilized country.

Bigelow vs. Forrest, 9 Wall. 350.
Day vs. Micou, 18 Wall. 160.
United States vs. Slidell's Land, Claim of Marcuard *et al.*, 20 Wall. 114.
Pike vs. Wassel, 4 Otto 711.
McVeigh vs. United States, 11 Wall. 266.

We come now to the fifth ground of objection stated in Plaintiff's 1st Bill of Exceptions. As the objections here stated are closely connected with and substantially the same as those embraced in Plaintiff's 2d Bill of Exceptions, for the sake of order and brevity we shall reserve their discussion for our argument upon the latter bill, to which we at once pass.

PLAINTIFF'S SECOND BILL OF EXCEPTIONS (Record p. 115).

It will appear by reference to the First Bill of Exceptions, that Plaintiff offered in evidence the act of sale of May 6, 1862, without offering at the same time the certificate of its registration, which was annexed to it, (for this certificate see Record p. 60). To this the Defendant objected that, "by the law of Louisiana, a copy of an act was not admissible in evidence against any right set up by a third person, without being *accompanied* with proof that the same had been duly and legally registered," &c. (5th Objection, First Bill of Exceptions, Record p. 115). And to the validity of the Register's certificate annexed to the act, he objected, on the grounds stated in the 5th Objection, First Bill of Exceptions, and repeated in the 2d Bill of Exceptions (Rec. p. 115, &c.)

1. The law of Louisiana on the point referred to simply provides that "Acts whether passed before a Notary Public or otherwise, shall have no effect against third persons but from the day of being registered."

Revised Statutes of La. 1870, par. 92, (Sec. 3159) p. 436.
Revised Statutes La. 1856, Sec. 27, p. 450.

It is not a correct statement of the law to say that an act shall not be *admitted in evidence* unless *accompanied* by proof

of registry. The act is one thing—the registration another. It is perfectly competent for a party to offer the act first, and the certificate of registration afterwards, or to decline to introduce the latter at all. The question would be not as to the admissibility of the act in evidence, but as to its effect as to third persons if introduced without subsequent proof of registration. Even as to *third persons*, registration is not indispensable, for it is settled law in Louisiana that knowledge supplies the place of registry. Knowledge is knowledge however acquired.

Splane vs. Mitcheltree, 2 An. 265.
Robinett vs. Compton, 2 An. 854.
Swan vs. More, 14 An. 836.
Smith vs. Lambeth's Ex'r., 15 An. 566.
Smith vs. His Creditors, 21 An. 243.

Nor will a party even be permitted to escape from the consequences of this knowledge by showing that the registry was informal, or irregular.

Hampton vs. Morgan, 9 An. 547.
Oakey vs. Corry, 10 An. 502.

But even if registry were necessary, Plaintiff had clearly the right to offer the act first, and proof of registration at such time afterwards as he might deem proper.

Upon the exclusion of the act offered by itself, the Plaintiff immediately offered it accompanied with the certificate of registration. The validity of the registration was then objected to upon the grounds stated in Plaintiff's 2d Bill of Exceptions, which were sustained.

The first material inquiry is, Did the Defendant occupy the position of a "third person"? Because if he did not, under the law above cited he cannot be permitted to plead the want of registry, even if such want existed.

In order to the solution of this inquiry, it will be advisable to recall certain facts. It will be remembered that the act of sale of May 6, 1862, was both executed (May 6, 1862, Rec.

p. 58), and recorded (May 31, 1862, Rec. p. 60), prior to the passage of the Confiscation Act of 17th July, 1862. It was not until 29th July, 1863, more than a year after the passage of said law, that the Defendant, who was then United States District Attorney, caused the property in question to be seized with a view to its condemnation (Rec. Defendant's Answer, p. 75, and Libel pp. 81, 82); not until February 3d, 1865, that the decree of condemnation was passed, and not until March 22, 1865, that the property was *sold by the Government* in whom it had vested by the decree of condemnation (Defendant's Answer, Rec. p. 79). At this sale the Defendant was returned as purchaser of the lots embraced in this suit.

The proceedings above referred to were exclusively directed against Charles M. Conrad. The property was libelled and condemned as his property for offences committed by him. During all this period the act of May 6, 1862, stood exposed upon the records of the Conveyance Office in New Orleans. The Defendant was apprised of its existence and its registration. He knew the consideration of the act, not only from the act itself, but from the very confiscation proceedings which he was conducting for the Government. A part of those proceedings was the certificate of the Recorder of Mortgages that this very property stood mortgaged for the benefit of Plaintiff and his brother to secure, first, the reimbursement of the portion accruing to them out of the price of real estate belonging to the community between their father and their deceased mother; and, second, to secure the faithful performance of their father's duties as tutor to them (Record, pp. 97, 98). The Defendant knew, and was bound to know, the character of the title he acquired from the Government at the Marshal's sale, namely, that it was a title derived from forfeiture under the Confiscation Act. With these facts in view, what follows?

The Defendant seems to suppose that all that is necessary to constitute a "third person" entitled to plead a want of registry, is to "set up" an adverse title. This is an error. To constitute himself a "third person," any one claiming the benefit of that position must establish some *right or interest in*

himself, which he has acquired in good faith, and in ignorance of the prior title against which he is defending himself.

Civil Code of Louisiana, Arts. 2242, 2250, 2417, 3318, 3320.

By the law of Louisiana, in a "petitory action" (*e. g.* the case at bar), by which form of action trials of title take place, a plaintiff need not make out a title good against all the world. When he has shown a *prima facie* title, the defendant must show a better one, or the plaintiff is entitled to recover. In other words, the plaintiff must show a stronger title than the *defendant*. If the plaintiff establishes a *prima facie* title, and the defendant offers no evidence whatsoever of title, or a weaker title than the plaintiff, the plaintiff is entitled to recover. This is the meaning, according to the decisions of the Supreme Court of La., of Art. 44 La. Code of Practice, which declares that a plaintiff in an "action of revendication (petitory action) must make out his title."

Peck ex. Bemiss, 10 An. 160.
Gravenberg ex. Savoie, 8 An. 502.
Conoy ex. Cummings, 12 An. 743.
Bullio ex. Burney, 3 Rob. 317.
Zeringue ex. Williams, 18 An. 76.
Fanchonette ex. Grange, 5 Rob. 513.

In the case at bar, the Plaintiff has certainly adduced abundant *prima facie* evidence of title. The Defendant, on the other hand, offered no evidence of title whatsoever. On the contrary, he expressly declared that he had no evidence to offer (Rec. p. 118). But in his answer he "set up" as a title what, according to the decisions of this Court, constitutes no title whatsoever, being in fact a mere nullity as against the Plaintiff.

A question meets us here, decisive in its character. Has the Defendant any other or greater rights in the property which

27. Ann 152.

he claims to have purchased at the Marshal's sale, than C. M. Conrad had at the time of condemnation under the confiscation proceedings?* That question admits of but one answer. The Defendant purchased the Government's title—whatever that was—nothing more, nothing less. The decree of condemnation vested in the Government whatever interest or estate Charles M. Conrad had in the property, and that only. The Government sold as owner. This is not only admitted but averred by Defendant in his Answer (Rec. p. 78 at bottom). The Government could transfer to the Defendant no other or greater rights than itself possessed. What the Government acquired by the decree of condemnation was the estate of Charles M. Conrad, and as Charles M. Conrad had, prior to the Confiscation Act and fifteen months prior to the libel for condemnation, parted with these properties in good faith and for valuable consideration, the Government could and did acquire nothing under the decree so far as these properties were concerned, and it follows that the Defendant acquired nothing. In Day *vs.* Micou this Court declared, "It was not *any* property in which the persons described in these two sections (5th and 6th of Act of July 17, 1862) might have an interest that was made subject to seizure, but it was *their* estate and property, *their* interest in it, whatever that interest might be. The Act manifestly contemplated no seizure of anything more than that which belonged to the *offending persons.*" And again, inquiring what property was brought within the jurisdiction of the District Court, "Beyond doubt the property which had been seized, that is, the estate and property of the offending person, and no other."

* The Court will observe that the suit entitled "The U. S. *vs.* ten lots of ground, the property of Charles M. Conrad" involved *ten* lots of ground. The Defendant was returned as purchaser of *five* of these lots at the Marshal's sale, viz. the *four* lots embraced in the case at bar, and *one* other situated on New Levee and Fulton Streets in New Orleans (See Marshal's return of sale, Rec. p. 97). This *last lot*, and only that, was owned by Charles M. Conrad when the act of July 17, 1862, was passed, and when in pursuance thereof the decree of condemnation was rendered, and his life estate therein was all that Defendant could or did acquire by the Marshal's sale, and that lot the Defendant now holds and enjoys.

And in the case of "Slidell's Land, on the Claims of Marcuard *et al.*," it declared, "It was only the right of John Slidell, whatever that was, that could be condemned and sold. . . By the decree of condemnation the United States *succeeded to the position* of Slidell, and the sale had no other purpose or effect than to make the thing confiscated available for the uses designated by the Confiscation Act."

So also in "Pike *vs.* Wassell," this Court held "the decree of condemnation and sale without any doubt vested in the United States, or the purchaser at the sale, the interest which the person proceeded against had in the property when the seizure was made."

Bigelow *vs.* Forrest, 9 Wall. 350, &c.
Day *vs.* Micou, 18 Wall. 160.
McVeigh *vs.* U. S., 11 Wall. 266.
Slidell's Land Claims of Marcuard *et al.*, 20 Wall. 115.
Pike *vs.* Wassell, 4 Otto 712.

This being established, and the Government having, as is above said, "succeeded to the position" of Charles M. Conrad, it follows, independently of all other considerations, that the Defendant cannot stand in the position of a "third person" unless the Government could so stand, and the Government could not unless Charles M. Conrad could so stand. Reduced to this simple and unanswerable proposition, what does Defendant's claim to be a "third person" amount to? He seems to suppose that, in cases of forfeiture, the Government occupies the position of an ordinary purchaser, and may plead want of registry. But he is here equally in error. Forfeiture is imposed as a punishment; and in the language of Justice Story, "It would be most unjust and absurd to suppose that the Legislature meant to confiscate the estate of B for the offence of A — to take one man's property for another man's offence or act. Unless the terms of an act were positive, direct and absolute, no such construction ought, out of a decent

Ath. Cod. 2422.—

respect for the Legislature, to be adopted by any court of law."

Borland vs. Dean, 4 Mason 161.

Should the Defendant contend that the sale under which he claims was a *judicial sale* (which it certainly was not, since the property was sold by the Government as absolute owner under the decree of forfeiture), his case is not bettered. For in judicial sales, all that is sold is the right or title of the party on whose behalf or account the sale is made. In sheriffs' or marshals' sales, it is the title of the defendant; in sales by assignees of bankrupt or insolvent estates, it is the title of the bankrupt or insolvent; in sales by executors or administrators, it is the title of the deceased; in sales under decrees in equity, the interest only of those who are parties to the proceedings can be sold.

We advance one step further. By the law of Louisiana, registry of the act of 6th May, 1862, was not required to perfect the title in the vendees. It was complete for all purposes between the parties as soon as it was executed. A failure to register subjected the vendees to the risk of losing it if seized by a creditor of their vendor, or if sold or hypothecated by him to an innocent third party. That is all.

Louisiana Civil Code, 2431.

~~Conrad vs. Burbank, 27 Ann. 154.~~

Burbank vs. Conrad 27 Ann. 154.

We think we have established beyond controversy that Defendant is not entitled to stand in this case as a "third person" in any sense. But assuming, for argument only, that he might occupy that vantage ground, if the act of 6th May, 1862, were unregistered, our next inquiry is, Was it not registered? Of this, we think there can be neither doubt nor denial. The certificate of the Register of the Conveyance Office shows that, as matter of fact, it was registered on May 31, 1862.

But the Defendant contends that this registry, although in fact made on the day named, was no registry, but merely a void act — a legal nullity. He founds this contention upon the theory that international law and the President's non-intercourse proclamation then in force (Proc. 13th Aug. 1861, 12 Statutes at Large, p. 1262), prohibited such intercourse or communication between the parties to the act of May 6, 1862, and the Register of Conveyances, as was necessary to enable the latter to receive the act in question and to record it.

We have heretofore, in our argument upon Plaintiff's 1st Bill of Exceptions, substantially argued this question. We have shown that the principles of international law invoked by Defendant had no application to transfers of real estate; that the intercourse prohibited was "commercial intercourse" only, and that the proclamation of the President, which only emphasized and proclaimed the public law of nations, was in terms restricted to "commercial intercourse." In war, each belligerent has undoubtedly the right to determine for itself to what extent intercourse between its own citizens and those of the enemy shall be lawful. This right was exercised by the United States by the Act of 13th July, 1861, and the President's proclamation issued in pursuance thereof, which have been before referred to. We shall not repeat our argument, but ask that it be applied to the present question.

We venture to add, however, that the effort to make the prohibition against "commercial intercourse" include the discharge by a public officer of a purely ministerial function, such as recording a conveyance, extends beyond the bounds of reason. It is not shown, moreover, that the Register received the instrument which he was bound to record on presentation, from either of the parties to that instrument. He may have received it from a loyal citizen. It is settled law that where "a subject of the enemy remains in the country of the debtor, or has a known agent there authorized to receive the debt," payment to such *creditor* or his agent is lawful. If an enemy can receive payment of money, on what principle is he forbidden to have a conveyance recorded?

Ward *vs.* Smith, 7 Wall. 453.
Buchanan *vs.* Curry, 19 Johns 137.
Conn. *vs.* Penn., Pet. C. C. R. 496
Denniston *vs.* Imbrie, 3 Wash. C. C. 396.

War does not dissolve the bonds of society, nor make all intercourse unlawful. It operates only upon such transactions and intercourse as are inconsistent with the state of war. The Defendant would almost stretch its severities so far as to make it unlawful for the air to blow from one belligerent to another, lest an enemy might breathe it and live.

PLAINTIFF'S 3D, 4TH, AND 5TH BILLS OF EXCEPTION (Rec. pp. 116, 117, 118).

These three Bills of Exception were taken to the exclusion of certain evidence therein described, which the Plaintiff offered tending to make out his case.

The objection made to such evidence was, that it was "irrelevant." Obviously, this objection cannot stand. Owing to the exclusion of the Plaintiff's evidence previously offered, this might or might not have been useless, but it was clearly *relevant*. It tended to establish the issues embodied in the pleadings, and pertinency to the issue determines relevancy.

Apart from this, of course if the Plaintiff is sustained by this Court as to his right to introduce the evidence which he had previously offered, and which had been excluded (described in his 1st and 2d Bills of Exception), and further as to the legal validity of such evidence, the evidence described in the 3d and 4th and 5th Bills of Exception would not only have been relevant, but necessary. Under all circumstances therefore, its exclusion was error.

PLAINTIFF'S 6TH AND 7TH BILLS OF EXCEPTION (Rec. pp. 118, 119).

These Bills are taken to the rejection of certain instructions embodying legal propositions applicable to Plaintiff's case.

These propositions are set out in full in the Bills of Exception, and as in one form or another they have been heretofore fully argued by us, we submit them to the Court without further discussion; merely saying that they are in conformity with the uniform decisions of this Court upon their subject-matter.

Corbett *vs.* Nutt, 10 Wall. 464.

Bigelow *vs.* Forrest, 9 Wall. 350.

United States *vs.* Slidell's Land, Claim of Marcuard *et al.*, 20 Wall. 114.

Pike *vs.* Wassell, 4 Otto, 711.

McVeigh *vs.* United States, 11. Wall. 266.

PLAINTIFF'S 8TH BILL OF EXCEPTIONS (Rec. pp. 119, 120).

This Bill involves the construction of the last clause of Subsection 6 of Section 5 of the Act of 17th July, 1862, (12 Stat. at Large, p. 590).

Of course, if this Court shall decide that the Confiscation Act was not operative against transactions made prior to its passage, in good faith, neither the clause in question, nor any other part of that Act can be held applicable to Plaintiff.

But if it were otherwise, the Plaintiff is equally protected. The property involved in this suit was confiscated as Charles M. Conrad's property, and for his offences. As decided in Bigelow *vs.* Forrest (9 Wall. p. 352), and in the case of "Slidell's Land, on the claim of Marcuard" (20 Wall. 115), the Plaintiff would not have been allowed to intervene in the proceedings against Charles M. Conrad to assert any right of his own.

In Bigelow *vs.* Forrest, above cited, where the plaintiff was admitted to have "acted as an officer of the army of the Confederate States from and after the passage of said Act until April, 1865," this very clause came before this Court for interpretation. It was fully and carefully reviewed, and this Court unanimously held that "the persons described in the fifth section, who are barred from bringing a suit for the possession or use of such property, are those, and *those only*,

whose property the President has caused to be seized. Such we think is the meaning of the clause barring suits."

Bigelow vs. Forrest, 9 Wall. 352, 353.

And in addition to this, the Plaintiff pleaded (Rec. p. 4) the pardon and amnesty granted to him by the President's several proclamations, particularly those issued respectively on July 4th and December 25th, 1868.

As to the effect of such amnesty we refer the Court to the following cases:

U. S. vs. Padelford, 9 Wall. 531.
U. S. vs. Klein, 13 Wall. 128.
Ex parte Garland, 4 Wall. 380.
Carlyle vs. U. S., 16 Wall. 150.

PLAINTIFF'S NINTH BILL OF EXCEPTIONS (Rec. p. 120).

This bill was taken to the charge of the Judge below to the Jury given at Defendant's request. It is set out in full in the bill.

The correctness of this charge will be determined by what this Court shall decide upon Plaintiff's case as presented in his pleadings and various bills of exception. We venture to repeat here our urgent request, made in the beginning of our argument, and rendered necessary by the course of trial pursued by the Judge below, that this Court will adjudicate all the questions presented by the Record, in the interest of complete and speedy justice.

DEFENDANT'S FIRST BILL OF EXCEPTIONS (Rec. pp. 123, 124).

The Plaintiff in this case accompanied his demand for the property with a demand for its sequestration, which was ordered (Rec. p. 7). Judgment having gone against Plaintiff, Defendant desired that the sequestration should be dissolved, and the property delivered to him without his giving the bond

which a defendant is required to give by Art. 279 of La. Code of Practice, when he wishes a sequestration to be set aside.

The Plaintiff had already given the bond required by Art. 276 La. Code of Practice.

The Judge refused to dissolve the sequestration, as he not only had the right to do, but as it was his duty to do (Arts. 269-274 La. Code of Practice), except upon the Defendant's executing his bond as required by Art. 279 La. Code of Practice for the objects explained in Art. 281 La. Code of Practice. To this Defendant excepted.

We shall make no argument upon the propriety of the action of the Court below. It was so clearly required by law, and by the interests of justice, that it is its own sufficient defence.

Respectfully submitted,

C. M. CONRAD & C. A. CONRAD,
Of Counsel for Plaintiff in Error.

L. L. CONRAD,
Plaintiff in Error, in propria persona.

Supreme Court of the United States,

October Term, 1877.

LAWRENCE LEWIS CONRAD,
PLAINTIFF IN ERROR,
vs.
RUFUS WAPLES ET AL.
No. 122.

On Appeal from Circuit Court of the United States for the District of Louisiana.

Brief for RUFUS WAPLES, Defendant in Error.

This case has been treated by the lower court and all the parties to it as an action of ejectment. It was brought on the law side of the circuit court; it was tried by a jury, and has been brought here on a writ of error operating as a *supersedeas*.

An examination of the record will show that it is a regular petitory action under Louisiana Code of Practice, Articles 41 *et seq.* The petition covers over six printed pages of the record, and the accompanying documents extend uninterruptedly to half-way down the 65th printed page. The proceedings begin with the issuance of a WRIT OF SEQUESTRATION, which continues in full force and virtue up to the present time by judicial order. (Rec., p. 122.)

The petition alleges that Waples is a possessor in bad faith of the real estate claimed, and is a mere usurper, (Rec., p. 5;) and that he has never accounted for the rents and profits. All the mortuary proceedings in the succession of petitioner's mother and the settlement of the community existing between her and her husband are set forth, and the mortgage right resulting therefrom is relied on as one of the grounds for a recovery. Judgment is also prayed against all parties for the mesne profits. In a true action of ejectment only nominal damages and costs are recoverable.

We submit these features of the case exhibit a bill in equity and not a *narr.* in ejectment; and the action is entirely outside of the jurisdiction of this court, on a writ of error. This objection goes to the very root of the matter; for though we may assume, *for argument only*, that the title relied on is legal and not equitable, yet the writ of sequestration figures throughout, from the prayer of the petition to the order granting the writ of error, as the essential part of the proceedings. The judgment of the lower court cannot be modified, reversed, or affirmed without sanctioning, affirming, and decreeing as good practice in the national courts the use of the *equitable* writ of sequestration in a suit at common law.

3 Black. Com., 444.
Daniels' Chancery Pr., Chap. XXIV, Sec. VII, pp. 1255 *et seq.*

This case, therefore, under legal principles which are, perhaps, among those the very best settled by this court and promulgated in many cases, should be dismissed, because brought here by writ of error and not by appeal.

See United States *vs.* King, 7 Howard Rep., 833–846, *at foot* and *passim*.

Walker *vs.* Dreville, 12 Wall., 442.
Marin *vs.* Lally, 17 Wall., 14.
Brobst *vs.* Brock, 10 Wall., 519.

On the merits the case is still more clear.

The *que* estate, here, was in Charles M. Conrad, the petitioner's father. It was confiscated under the Statute 12, S. L., 589, and its eccentric amendment in same volume on page 627. The case was before your Honors on the legality of alternative allegations in confiscation proceedings, and the judgment of the district judge then presiding was affirmed.

United States *vs.* Conrad, 20 Wallace, 115.

Petitioner claims title to one-half of the *locus in quo* by virtue of an apparent act of sale from his father in the parish of St. Helena, La., on May 6, 1862, before the so-called recorder of that parish. The consideration stated is "sundry sums of money due by the said vendor" to the vendee and his brother, C. A. Conrad, who acquires by the same act the other half of the real property.

On February 24, 1870, by authentic act of exchange before Adolph Mazureau, notary public, *Lawrence* conveys to *Charles A.* the undivided moiety, and thus the latter becomes sole owner, as alleged. These two acts form the title on which petitioner relies.

His first offer of proof of title was the authentic act of May 6, 1872, and the entire controversy in the lower court centered here. Waples' counsel objected to the act being received as evidence, when it was first offered *without* the certificate of registry in the parish of Orleans, (Rec., pp. 109 and 113 *et seq.*, plaintiff's bill of exceptions No. 1,) on the grounds following:

First. Because the act was not a sale but *a giving in*

payment, and no delivery could be made of the property, which was at the date of the act within the Federal lines.

Second. Because the vendor and vendees in the said act were, at its date, as well as before and since, until the end of the war, engaged in rebellion against the United States, and because the act was passed within the lines of the Confederate States, and because the properties were situated in New Orleans; therefore the act of transfer was inoperative and void.

Third. Because said evidence would tend to contradict collaterally the confiscation proceedings in United States *vs.* Charles M. Conrad's property, No. 7653 of the docket of the United States district court of Louisiana.

Fourth. Because at the time of said transfer C. M. Conrad was an enemy of the United States, and because his sons, the vendees, were officers in the army of the so-called Confederate States from that time till the end of the war, and he, the said Charles M. Conrad, was incompetent to complete any transfer of his real property by delivery, the said property being within the Federal military lines.

Fifth. Because said copy of said act was not, by the statutes of the State, admissible in evidence against any right set up by a third person, without being accompanied by proof that the same had been duly and legally registered in the office of the register of conveyances for the parish and city of New Orleans, where said properties were situated; and because, as a state of war was then in existence, a deed executed in St. Helena, within the Confederate lines, could not be legally, or sent from within the Confederate lines to be, recorded in the parish of Orleans, which, at the date of said alleged recordation, was within the Federal military lines.

These objections were sustained, and the document *without* the New Orleans register's certificate was rejected. It was then offered in evidence *with* the certificate of registry, when the same objections were made to it as before, with this additional ground, that said registration was null and void and inadmissible in evidence because said vendees under the act were at the time the said act was passed and afterwards, and at the time the said registration thereof was made, in St. Helena parish, in the State of Louisiana, and enemies of the United States, and therefore that said registration could not legally be made. The lower court again excluded the document.

See bill of exceptions No. 2, Record, pp. 115, 116.

The record thus presents a question for solution purely of law.

Was the document admissible in evidence?

To sustain the ruling of the lower court we have the legal right to search the record throughout, and produce any and every fact, no matter for what purpose introduced and proved, bearing upon the point.

"We must take these proceedings, if at all, *together*; and," &c.

Greenleaf *vs.* Birth, 5 Peters, 138.

It is judicially admitted that the act was executed by Nettles, acting as recorder for the parish of St. Helena, under the authority of the (rebel) government *for the time being* in power in said parish. And that all the parties to the act were, both prior and subsequently to May 6, 1862, and up to the end of the war, in rebellion against the United States, and that they acted in one or the other of the capacities enumerated in section 5 of the act July 17, 1862.

Rec., p. 109, 12 S. L., 589, 627.

Your Honors will take judicial cognizance of the fact that the city of New Orleans was, on May 6, 1862, in possession and under the sole control of the authorities of the United States.

And the act of sale shows on its face that the subject-matter thereof was real property in the city of New Orleans.

We therefore contend—

First. Under Louisiana law, a sale is perfect without delivery. (L. C., 2456.) But as there is no price specified in the act for each of the various properties described, and no moneys pass between the parties, the act is a sham or simulated sale, and in reality a giving in payment (L. C., 2656) in which *a delivery is essential.* (*Ib.*)

See Shultz *vs.* Morgan, 27 La. An., 616, and cases quoted.

But the condition of public affairs prohibited the confection or completion of any such contract. The war was flagrant, and the President's proclamation of August 16, 1861, had declared all commercial intercouse prohibited, and that all goods and chattels crossing the lines, as well as the vessel or vehicle conveying them, would be forfeited to the United States. (12 S. L., 1262.) Such a contract as this could neither be recognized nor enforced even between the parties in the courts of the United States. It was *absolutely void.* It was a contract between enemies in hostile territory, touching a subject-matter within the Federal lines, as to which, during the war, the parties were manifestly without the *persona standi.* As to the United States and its adherents these parties lacked altogether the capacity to act. They were more than under interdiction; for a lunatic might be represented by his curator or commit-

tee, who might sue for a specific performance. These brothers, it is clear, could not ask a Federal court to entertain such a suit as this during the war, or rely on this title in any way, although all the forms of law had been complied with.

We may be permitted here to use the argument of this court in Desmare's case: "The result is the same as if the "sale had been made by the agent of Charles M. Conrad, "sent by him from New Orleans, instead of having been "made by himself in person." "To hold otherwise would "give a premium to a law-breaker, and involve the anom-"aly of conceding to the offender rights and immunities "denied to all the citizens of the loyal States."

Desmare *vs.* United States, 93 U. S., 605–612.

The plaintiff then, as to third persons, derived no title from his contract with his father. "Such has been the "ruling of this court in an unbroken series of adjudica-"tions." Desmare could buy cotton and be made to pay for it whilst within the rebel lines; but he acquired no title as to third persons, [the United States.] Conrad's legal position seems to be identical with Desmare's; and in the eye of the law cotton and real estate stood on the same footing as subject-matter of contracts during the continuance of the war.

Another case may be cited perhaps even more pertinent. It was maintained in argument in Wallach *vs.* Van Ryswick (92 United States, 202) that Wallach, an enemy-citizen, might sell his reversionary fee remaining after the forfeiture and subject to the life-estate to any person having the usual capacity to act. Under the act of Congress it was held "incredible" that any such intent should exist, because it would "leave in the enemy a vested interest "therein, which he might sell, and with the proceeds of

" which he might aid in carrying on the war against the " Government." The absolute inhibition on Conrad to make any disposal of his property to the possible detriment of the United States could not be more plainly and distinctly enunciated. Whatever is done in contravention of a prohibitory statute, or of a prohibition of the common law or law of nations, or under a penalty, is void, although the nullity be not formally directed.

Fowler *vs.* Scully, 72 Penn. Rep., 456.

On its very face the authentic act of sale of May 6, 1862, was executory and not executed; inchoate and not complete. The elder Conrad had neither the possession nor the right of possession to the *locus in quô* on that day; nor could he transfer such possession or right to his sons. *Non dat qui non habet.*

Had he been plaintiff in this action he would not have been permitted to set up any title in himself. By no lawful means could he convey such a right to his sons. Admitting, *a. g.*, that Waples is a mere usurper and trespasser on the property, yet this possession of his must prevail as a presumption of ownership, until not only a legal title be produced, but a title containing and giving a right of entry beyond dispute. Clearly, there was no *conjunctio juris et seseinæ* in the petitioner. Still more clear that, under Louisiana law, he was absolutely without the *jus utendi, fruendi et abutendi;* and, consequently, could not be plaintiff in a petitory action. If he did not become the true owner of the property on the 6th of May, 1862, no pardon or amnesties could retroact so as to make the authentic act of the recorder convey the property subsequent to its date. We submit, on the face of the petition itself, no cause of action is set forth, and a general demurrer would have been properly sustained. The contract of May

6, 1862, is not good even between the parties, in either a Louisiana or a United States court, or in any other tribunal, upon the elementary principles of the law. No contract can exist *without a possible object.* As to the contracting parties in this case, the property in New Orleans had no legal existence. Conrad's interest in it had been burned up and annihilated by the war. "It stands to reason that "everything belonging to the enemy, which is found in the "hostile country, changes its owner and belongs to the "*fisc.*"

Rynkershock, chap. 7, page 51.

He and his sons, on May 6, 1862, knew they were contracting for a thing which, as to them, was lost and destroyed.

To avoid these plain solutions of the case, allegations of pardon and amnesty are set forth in the petition. It is quite useless to speculate upon their effect on the contracts of Conrad the father, as he is no party to this suit. As to the sons, we admit the pardon and amnesty made new men of them; gave them new credit and new capacity to act, and restored them to all their civil rights; but these political acts could not enable them to contract for an impossible object, nor could they *á fortiori* blow the breath of life of the law into such a contract made several years previously. *Quod nullum est, nullum producit effectus.*

Conrad's property in New Orleans was out of commerce, *res exempta commercio.* He could no more sell it than he could sell a freeman, though he were an American citizen of African descent; *quia nec dari oportere intendi, nec æstimatio ejus præstari potest;* because he could be compelled neither to deliver nor pay for it. He could no more be forced to do this by legal measures than to deliver a dead man—*aut fundum hostium*—or a lot of ground belonging to an enemy.

Pandects 45, 1, 83, 5, *Sacram vel religiosam rem.* See also Pothier's Pandects, Paris, 1823, vol. 18, p. 402; *De rebus extra commercium positis.*

If the contract were a real one it would be made on the condition that when the rebellion was successful, and New Orleans once more in the power of the revolutionists, delivery could then be made of the property. On the very same principle you might sell a free man and promise his delivery when he should become again a slave, or you might sell Lincoln's statue and grounds and promise delivery of the premises when the sacred spot should become profane. To look forward to these things and make them the subject-matter of contracts is simply intolerable; *neque civile, neque naturale est.*

We submit that the authentic act offered in evidence, and rejected on the ground that it evidenced a void contract, was legally rejected, and that the bill of exceptions No. 1 has no legal basis; and this relieves us from the necessity of examining with any particularity the other objections made to the document.

Second. After the document had been thus rejected and the ruling of the court excepted to, plaintiff again offered the document, with certificate of registry in the parish of Orleans thereto annexed. The defendant repeated his objections made at the first offer, with the additional objection that the registration was illegal and could not be made at the date thereof.

To give third parties notice of change of ownership of real property, the Louisiana statutes required the registry of the act in the office of the register of conveyances.

But this is only a mode of proof of notice, and goes rather to the effect than to the admissibility of the deed or authentic act in evidence.

The law reads: "Acts * * * shall have no "effect against third persons but from the day of being "registered."

Louisiana Act of March 15, 1855, sec. 9, p. 346.
Rev. Stats. La., 1870, p. 613.

Under this law the authentic act of May 6, 1862, passed in St. Helena parish, was recorded in parish of Orleans, May 31, 1862.

Record, p. 60.

The act being void, no registration of it could confer any validity upon it. It was *brutum fulmen*. The registers of conveyances, as a rule, record everything brought to them, when accompanied by the legal fees. Butler had been but a few weeks in New Orleans at that date, and your Honors can have no difficulty in seeing *through* the registration.

Your Honors are not disturbed in your judicial action in the slightest degree by the state of these records; they never control the course of the court. Whether a mortgage or a sale exists in any given case depends upon the facts.

In Ray *vs.* Norsworthy (23 Wallace, 135) a mortgage was enforced which had been annulled, cancelled, and erased from the registry of mortgages by a final judgment of a United States district court, and from which no appeal was ever taken. So, too, the mortgage had been erased from the records in—

Carey *vs.* Brown, 92 U. S. R., 171.

The registry added nothing to the force and effect of the offer in evidence first made, and was properly overruled.

The remaining bills of exception require no notice; because, in our opinion, they depend entirely for their legal effect upon the reception in evidence of the act of sale of May 6, 1862. *Sublamento fundamento cadit opus.*

We pray your Honors either to dismiss the case, because it is, in fact, an equity case, and brought here on writ of error, or to affirm the judgment on the merits.

DURANT & HORNOR,
Attorneys for Defendant in Error.

WASHINGTON, D. C., *August* 25, 1877.

Supreme Court of the United States.

October Term, 1877.

L. L. CONRAD,
Plaintiff in Error,
vs.
RUFUS WALES et al.
No. 122.

In error to the Circuit Court of the United States for the District of Louisiana.

BRIEF OF DEFENDANT IN ERROR, ON HIS APPLICATION FOR A REHEARING.

We respectfully urge that there is error patent on the face of the opinion of the court, in this:

I. Your Honors say that the joint resolution (12 Stat at Large, 627) "declares that the law" (the confiscation act of 1862) "shall be so construed as not to apply to any act "or acts done prior to its passage." (Opinion 2.) And on page 4 the court say: "The joint resolution, approved at "the time, declared that the statute should not apply to "any act or acts done prior to its passage, and of course "did not apply to the previous sale made by the elder Conrad "to his sons." The joint resolution does not so declare,

but is in these words: "*Resolved, &c.*, That the provisions "of the *third clause* of the fifth section of 'An act to sup- "press insurrection,' &c., shall be so construed as not "to apply to any act or acts done prior to the passage "thereof."

This, we respectfully suggest, is a very grave mistake, and it should not be allowed to stand uncorrected, as the construction of a law of Congress, by the Supreme Court of the United States.

The restriction being confined to the third clause of the fifth section, is pregnant with the implication that the first, second, fourth, fifth, and sixth clauses do apply to acts done prior to the passage of the act; indeed, the implication is as strong as a positive averment to that effect.

And when it is considered in connection with the fact that the property in litigation was condemned as enemy property for having acquired its enemy character by reason of having been owned by an enemy charged under the second and fourth sections, your Honors' inadvertent misconstruction of the resolution becomes very seriously misleading in its bearing upon the question of evidence—the only question before the court.

The enemy-owner (whose name is entirely immaterial, *Slidell's case*, 20 Wall., 105, and *Conrad's Lots*, the identical ones now in litigation, Ib., 116) was not charged under the third clause of the fifth section, and it is manifestly unjust to the defendant in error to have the whole act construed as being governed by a *proviso* expressly confined to that one clause. We respectfully ask, as a matter of sheer justice to him, that your Honors' judicial exposition of this resolution be corrected. We ask it, too, as a matter of importance for the preservation of the statute as enacted.

II. A patent error equally serious appears in the hold-

ing that the act itself "applies only to the property of per-"sons who *thereafter* might be guilty of acts of disloyalty "and treason," in such a sense as that property could not acquire the enemy-*status* by reason of ownership prior to the passage of the act. It is certainly true that the law "left the door open" for the enemy-owner to desist from further acts of hostility and thus save his property from the effect of the exercise of the right of confiscation by the Government; but this is a very different matter from what your Honors have really decided. The very case which you cite (*Brown* vs. *United States*, in 8 Cranch) shows that the enemy-character of property may exist before the sovereign authority shall choose to bring into operation the power of condemnation. The act of July 17, 1862, did not create the offence, did not fix the *status* of enemy-property, did not provide the conditions under which such *status* should arise, but simply authorized the condemnation of a limited portion of it belonging to certain designated classes of owners, in case they should not desist from further specified acts of hostility. We submit to the candid, second thought of the court whether this is not the plain meaning of this authorization of the President to seize and and of the courts to declare forfeiture. And this is made clear, beyond all controversy, by section 7, which provides that if the property seized "shall be found to have be-"longed to a person engaged in rebellion, or who has "given aid or comfort thereto, the same shall be con-"demned as enemy's property, and become the property of "the United States." The only question is, "Is it enemy-"property by reason of its ownership?" If no acts of hostility have been committed by its owner since the passage of the act, the courts have no warrant to proceed to condemnation; but, if he has not desisted, the guilty thing may be condemned for having belonged to an enemy at

any time; for the legal fiction which makes property guilty is not confined to acts done in, with, or by a thing, but may be acquired by ownership. The prize cases furnish numerous examples of this. Vessels are good prizes when found to belong to an enemy, though not caught in any hostile act, and are proceeded against *in rem* and condemned as guilty things.

But the confiscability of the property now in litigation in this case is not an open question; nor is it to be drawn in question in discussing the point of evidence presented by the plaintiff's bill of exception—the only point before you.

III. The gravest error of all, in the decision, is found in your Honors' disregard of a former solemn judgment affirming the condemnation of this identical property as enemy-property, under the act which you now decide to be not applicable to it unless the enemy-character was acquired after July 17, 1862.

The decision, though not published in the reports, was made when *Slidell's land* was condemned, (20 *Wal.*, 92;) involved the same questions; was adjudicated on the same grounds, and the decree appears in the record which is now before you as an exhibit in this case.

Your Honors held that this *property* was the *res*. You said: "In proceedings against real or personal property "to obtain a decree of condemnation and forfeiture under "the confiscation act, liability of the property seized to "confiscation is alone the subject of inquiry. No judg-"ment is possible against any person. The enactment of "Congress was that property belonging to any one em-"braced within several classes of persons should be sub-"ject to seizure and condemnation. Persons were referred "to only to identify the property. Not all enemies' prop-"erty was made confiscable; only such as was designated "by the act, and reference to the ownership was the mode

"selected for designating that which was made liable to "confiscation."

20 Wall., 105.

"Having heard and considered evidence, it must be pre- "sumed the court found that the property belonged to a "person engaged in the rebellion, or one who had given "aid or comfort thereto, as well as all other facts neces- "sary to the rendition of the judgment."

Ib., 112.

"Judgment of the circuit court reversed, and the cause "remanded with instructions to affirm the judgment of the "district court."

Ib., 113.

"On the writ taken by the United States, this court (just "after reversing the judgment in Slidell's case,) reversed "the judgment in Conrad's case also, and *for the same* "*reasons* that it had reversed the judgment in Slidell's "case, and remanded the cause with instructions to affirm "the judgment or decree of the district court."

Ib., 116.

By the exhibit in the record, it will be seen that the circuit court did enter final judgment accordingly.

It is *res adjudicata*.

It is not before your Honors for review.

It finally condemned the identical lots here now in litigation, as the *res* against which the proceedings were had, and we very respectfully insist that your Honors have not now the authority to disturb the judgment.

And yet your Honors say, on p. 1 of your opinion,

"What we have to say upon the confiscation act, the title "which passed by the condemnation and sale under it, and "the power of enemies to sell and convey to each other "their interest in the real property situated within the lines "of the other belligerent, will sufficiently express our "judgment upon the questions involved in the determina-"tion of the case." These questions were questions of evidence, whether the title from C. M. Conrad to his sons was admissible, &c.

Could your Honors have anything to say upon "the title "which passed by the condemnation?" *It had not been offered in evidence.* Could the court *a quo* have passed upon it, or commented upon it in any way, before it was offered? Can your Honors? You can only do so by disregarding your solemn judgment in the case of "*Charles* "*M. Conrad*, plaintiff *in error*, *vs.* Ten Lots of Ground," (including the identical lots here claimed by his son,) and by prepassing upon the defendant's title before it is offered in evidence.

Whether the *lots* should have been made the *res* in the proceedings *in rem*, or not, the fact is they were so made, and your Honors have sustained the libel and the decree thereupon, and it is too late to say now that the interest of C. M. Conrad was the *res*. Whatever was held in Day *vs.* Micon, to be quoted in future cases as precedent, cannot affect a solemn judgment on these lots, which is *res adjudicata*. Even if the court was wrong then, it cannot amend that judgment now, nor rightfully disregard it, nor properly assume, even in argument, that the *status* of the thing condemned is an open question.

The judgment is *in rem*, binding on all the world, including Conrad's sons, who did not claim in response to the monition. (18 How., 140; 24 How., 456; 9 Cranch, 144, 489; 3 Wheat., 312; 4 Wal., 427; 42 Me., 444; Miller *vs.* U. S.,

11 Wal., 268.) And Day *vs.* Micon, (18 Wal., 156) and Marenard's claim, (20 Wal., 114,) the court merely held that while all ownership in the thing was forfeited, yet a lien resting upon the thing remained unimpaired. Here the plaintiff in error offers in evidence title to the condemned *res* itself, and your Honors have discussed the title of the defendant, (which is not before you, and was not before the circuit judge, and has not been offered in evidence,) to ascertain whether the plaintiff's offered title is admissible in evidence.

The enemy-character has been judicially decreed to be attached to this property, and if the plaintiff had any claim to the thing itself he ought to have claimed while his father was claiming, and the court cannot now disregard its final decree.

IV. THE COURT ERRED IN TREATING THE TRANSACTION BETWEEN CONRAD AND HIS SONS AS A SALE, WHEN IT WAS A *dation en paiement*, REQUIRING ACTUAL DELIVERY.

Your Honors say: "An actual delivery of the property "to the vendees at the time was not essential to the valid- "ity of the sale, it having been made by a public act before "a notary. By the code of the State, 'the law considers "the tradition or delivery of immovables as always accom- "panying the public act which transfers the property.' "We are of opinion, therefore, that the title passed by the "act of sale made on the 6th of May, 1862, and that it was "unaffected by the subsequent confiscation proceedings.',

The code of the State says: "The giving in payment "differs from the ordinary contract of sale in this, that the "latter is perfect by the mere consent of the parties, even "before the delivery, while the giving in payment is made "only by delivery." (La. Civil Code, 1870, Art. 2656, title, "of the giving in payment.") See the following articles, pointing out the differences between sale and *dation*

en paiement. And the distinction is well settled in the civil law and in Louisiana decisions. Several recent decisions reaffirm the settled jurisprudence on the subject which has always prevailed in that State.

Shultz *vs.* Morgan, 27 La. An., 616, is a very late case.

The doctrine, however, has prevailed ever since Louisana became a State.

Dumford *vs.* Brooks, 3 Martin La. Rep., 226, 269.
McNeely *vs.* McNeely, 1 N. S. (La. Rep.,) 646.
Troplong, *De la vente*, No. 7, 157, 179.
Merlin, *Repert*, *Verbo dation en paiement.*

The act offered in evidence purports to be nothing more than a giving in payment, and is wanting in the necessary completion—delivery. No delivery was made, nor could any have been made. The enemy-contractors could not cross the line to make delivery, nor could they send an agent for the purpose.

Your Honors have misstated the law of Louisiana, we most respectfully insist; and you have made the law concerning ordinary sales, as you understood it, apply where it is not applicable. And you "are *therefore* of the opinion that "the title passed.". Your opinion being based upon a misconception, ought you not correct it? The Louisiana law which you cite, (Art. 2455; 9 Rob., 517; 4 An., 401; 13 La., 235–237,) has reference only to ordinary sales, while the giving in payment is governed by a different chapter of the code, different articles, and different decisions. We submit that the circuit judge was entirely right in following the code, and holding that the *dation en paiement* title could not be admitted in evidence without the actual delivery of the property to be given for the

debt due, and in holding that enemies could not deliver property situated within the lines of the Union army.

This alone is sufficient to decide the question of the admissibility of the offered evidence—the only question before your Honors.

V. YOUR HONORS HAVE ERRED IN HOLDING THAT THE TITLE WAS GOOD AS A SALE, AND SHOULD THEREFORE BE RECEIVED IN EVIDENCE.

It is very bad, considered as a sale, because—

1. There is no fixed price;

2. There is no description of the property to correspond with the plaintiff's petition.

3. It is not executed so as to be serviceable in evidence in a United States court sitting in Louisiana;

4. For various other defects.

1. The price is of the essence of the contract of sale, according to the civil law system. The code so declares—and your Honors will notice that the civil code of Louisiana is not a mere bundle of legislative enactments, but it is a system, and to be expounded as such. The principles enunciated throughout this volume are as sacred as the statutory provisions. Under this system, expressed in the code, there can be no sale without a price. The price must be certain.

No certain price is agreed upon between C. M. Conrad and his sons, but that matter is left for future adjustment. Suppose either party should not agree to fix the unsettled price, is there anything in this paper offered as a contract that would enable the other party to force an agreement?

Why, this is not even so much as an executory agreement to sell, for that must have certainty of *price*. Either C. M. C. or his sons could have repudiated this mere pollicitation, without incurring any penalty or any liability. This puts the crucial test to the question, whether or not there was a contract of sale. There could be no *sale* where there was no penalty nor liability to pay some certain fixed amount, not depending upon further agreement in the future.

And it is not pretended that the future fixing of the price was ever consummated. One of the parties may have died and left it unconsummated. That such an embryonic contract should be decreed a sale by the Supreme Court of the United States raises the hope that they will review their decision before its finality.

2. The description in the *pollicitation* (as Pothier would call it) does not correspond with the description in the petition of the property the plaintiff is claiming. The court cannot receive in evidence a title that differs so materially from the declaration. The "metes and bounds," the quantity of land, the description of the buildings, differ. The petition puts some of the property on one side of Camp street, while the title offered puts it on the other. We believe the Carondelet-street property also is made to change sides. We commend the algebraic process—*elimination by comparison*.

3. It was executed beyond the Federal lines, and beyond the Orleans parish lines; and, though your Honors say 'tis *a public act*, the legislature of Louisiana says to the contrary. It could not, even in times of peace, be recorded as an authentic act, unless made in the way prescribed by law—the law of the place where the land is situated.

Fourthly. The various other defects of this so-called title will appear upon simple inspection. And as the only question before your Honors was whether this was admissible, it is not too much to ask that each of the justices will read this offered paper, and see whether the judge *a quo* could have admitted it without a violation of his official oath.

VI. THE COURT ERRED IN HOLDING THAT THIS OFFERED TESTIMONY WAS A PUBLIC, AUTHENTIC ACT. The statute defines what are public acts. This does not come within the definition.

Acts of 1855, p. 345.

VII. THE COURT ERRED IN HOLDING THAT THIS PROFFERED INSTRUMENT HAD BEEN DULY RECORDED IN THE OFFICE OF THE REGISTER OF CONVEYANCES. The certificate of Dillingham, that it had been recorded, is no proof of it. He should have given the inscription from his records, and that inscription should bear the signature of the register who recorded it. Nothing of the kind appears. Dillingham's certificate does not make proof. Had he stated this in open court, under oath, it would have been parole testimony and not admissible. He writes it down, don't swear to it, don't give the inscription, don't give the official signature of the inscription—and how can your Honors say that the act was recorded? The truth is, it never was recorded; and Dillingham's certificate is entirely false, and the burden of proof is on the plaintiff to prove it true; but the point we make is that even if the act had been recorded, as fraudulently alleged, his certificate is no evidence of the fact, and the circuit court could not receive it as such, and cannot do so upon a new trial.

The statute requires that registry shall be made by the

register of conveyances, who must sign the inscription; and any certificate of his successor in office, which does not give the inscription thus signed by the inscriber, is inadmissible in evidence. These principles are so elementary that we need but refer to the statute, acts 1855, p. 345, and to very many decisions in Hennen's Digest, *verbo* "Registry."

VIII. THE COURT ERRED IN HOLDING THAT REGISTRY WAS UNNECESSARY, AND THAT NEITHER THE UNITED STATES NOR THE PURCHASER AT THE PUBLIC SALE WAS A THIRD PERSON.

"Third parties are all persons who are not parties to the "contract."

1 N. S., 384.
Morrison *vs.* Trudeau.
Gilbert *vs.* Creditors, 6. L., 148.

Were the United States a party of the first part, or of the second?

Contracts of sale of real property, not recorded, are void as to third persons.

7 N. S., 662; 2 L., 125; 4 L. 241; 11 L., 342; 3 Rob., 160; 9 Rob., 14; 11 Rob., 56; and very many other Louisiana decisions in Hennen's Digest, *verbo* "Registry II of the "registry of sales and other contracts."

IX. THE COURT ERRED IN DISREGARDING THE NON-INTERCOURSE ACT OF 1861, by which enemies were inhibited from crossing the military lines for commercial intercourse; and in disregarding the settled law of nations, under which the contracting enemies could not have come to New Orleans personally or by agent to deliver and receive the property, and to record the transfer.

If it is true that the confiscation act authorizes the con-

demnation of the property of only such enemies as did acts of hostility after July 17, 1862, to infer, therefore, that enemies could cross the lines before that date and make delivery of enemy-property and record sales, is, we humbly suggest, a *non sequitur*.

X. YOUR HONORS ERRED IN TREATING OF THE MERITS OF THE CASE, when nothing but a question of evidence was before you.

Respectfully submitted,

RUFUS WAPLES, *p. p.*

NEW ORLEANS, *Louisiana.*

Note by Counsel in United States Supreme Court.

We have printed the above application for a rehearing as soon as received, and without alteration or addition We consider the points of argument well taken and worthy of consideration, and we file this as a similar application for rehearing in Burbank *vs.* Conrad, decided contemporaneously with Waples' case.

The cases of Lippincott *vs.* Mitchell, (94 U. S., 767–770,) and Hogan *vs.* Kurtz, (94 U. S., 773–775,) on the doctrine of *lex rei sitæ*, were not quoted, and we now beg your Honors to refer to them in support of the positions assumed by the present applicants.

Respectfully submitted.

DURANT & HORNOR.

WASHINGTON, D. C., *April* 8, 1878.